



AUSTRALIAN CAPITAL TERRITORY

# SERVICES AGREEMENT

Dated

31 May 2007

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**CANBERRA BUSINESS COUNCIL INC  
ABN 85 732 120 494**

**SCREENACT**

**CONTRACT NO. C07211**

Prepared by

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Version

Final

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CONTROLLED CONTRACT DOCUMENT  
DOCUMENT NO. C07211 10581  
CONTROLLED COPY No. 2  
ISSUED ON 31 May 2007 OF 1

**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Chief Minister's Department.

**CANBERRA BUSINESS COUNCIL INC ABN 85 732 120 494** of 71 Constitution Avenue, Campbell in the Australian Capital Territory (**Contractor**).

## BACKGROUND

- A. The Territory has undertaken a procurement process under Request for Proposal T06623 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

## 1. Interpretation

### 1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

<b>ACTIA</b>	means the Australian Capital Territory Insurance Authority.
<b>APRA</b>	means the Australian Prudential Regulation Authority.
<b>Confidential Text</b>	means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in <b>Item 7 Schedule 1</b> .
<b>Contract Material</b>	means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
<b>Contract Officers</b>	means, in relation to each party, the representatives whose names and contact details are specified in <b>Item 1 Schedule 1</b> , or as notified from time to time by one party to the other.

<b>Contract Price</b>	means the amounts specified in, or calculated in accordance with, <b>Item 3 Schedule 1</b> .
<b>GST</b>	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
<b>Insurance Determination</b>	means the <i>Financial Management (Public Liability Insurance) Determination 2005</i> or any other relevant determination made under the <i>Financial Management (Public Liability Insurance) Guidelines 2005</i> .
<b>Invoice</b>	means an invoice that: <ol style="list-style-type: none"> <li>(1) is a valid tax invoice (if GST is payable in respect of the provision of the Services);</li> <li>(2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;</li> <li>(3) sets out details of the Services provided, and sets out or is accompanied by any other details or reports required under this Agreement; and</li> <li>(4) is rendered at the times specified in <b>Item 3 Schedule 1</b> (if any) and addressed to the Territory's Contract Officer.</li> </ol>
<b>Personal Information</b>	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
<b>Prescribed Insurer</b>	means, in relation to: <ol style="list-style-type: none"> <li>(1) public liability insurance, an insurer that is:           <ol style="list-style-type: none"> <li>(a) accepted by ACTIA for the purposes of the Insurance Determination,</li> <li>(b) authorised by APRA to conduct new and renewal insurance business in Australia, or</li> <li>(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,</li> </ol> </li> </ol>

- or any other insurer prescribed under the Insurance Determination from time to time; and
- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.
- Procurement Act** means the *Government Procurement Act 2001* (ACT).
- Services** means the services described in **Schedule 2**.
- Special Condition** means any provision set out in **Schedule 3**.
- Specified Personnel** means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 7.2**.
- Term** means the term specified in **Item 2 Schedule 1**, or if extended under **clause 3.2**, the initial term and the extended term.
- Territory** means:
- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwth).
- Territory Information** means the kind of information that:
- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;
- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,
- but does not include information that:
- (5) is or becomes public knowledge other than by breach of this Agreement;

- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

**Territory Material** means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

## 1.1 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Agreement on more than one person binds them jointly and severally.

## 2. Services

### 2.1 Performance of Services

The Territory engages the Contractor to perform the Services in accordance with the provisions of this Agreement.

### 2.2 Care and skill

The Contractor must perform the Services to the standard of care and skill expected of a person who regularly acts in the capacity in which the Contractor is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity.

### 2.3 Equipment

The Contractor must provide all equipment in performing the Services, unless otherwise stated in this Agreement, or unless approval has been given by the

Territory's Contract Officer to use specified Territory equipment.

#### 2.4 Progress of Services

The Contractor must provide a written report to the Territory on the progress of the Services as requested by the Territory from time to time.

### 3. Term

#### 3.1 Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

#### 3.2 Extension

This Agreement may be extended by written agreement of the parties prior to the expiration of this Agreement.

### 4. Contract Price

#### 4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

#### 4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor.

#### 4.3 Deferral of payment

The Territory may, without limiting any other right it may have, defer payment of the Contract Price payable to the Contractor until the Contractor has completed the Services to the satisfaction of the Territory.

### 5. No assignment or subcontracting

The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### 6. Ownership and use of material

#### 6.1 Ownership of Contract Material

Ownership of all Contract Material, including any intellectual property rights,

vests on its creation in the Territory.

#### 6.2 Use of Contract Material

The Contractor must ensure that:

- (1) the Contract Material is used only for the purpose of this Agreement;
- (2) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (3) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

#### 6.3 Moral rights

The Contractor must in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
  - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
  - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in, or to, the public), and
  - (c) materially alter the work in any way.

#### 6.4 Territory Material

Territory Material will remain the property of the Territory and the Contractor must only use that material for the purpose of providing the Services or otherwise in accordance with any conditions notified to it by the Territory.

#### 6.5 Contractor's material

Material owned by the Contractor and used for the purpose of providing the Services remains the property of the Contractor and the Contractor grants to the Territory a perpetual, royalty-free licence to use the Contractor's material to the extent necessary for the Territory to obtain the full benefit of the Services including the use of Contract Material.

#### 6.6 Safekeeping and preservation of material

The Contractor must ensure the safe keeping and proper preservation of Contract Material and Territory Material in its possession or control.

## 6.7 Delivery of material to Territory

On the expiration or earlier termination of this Agreement, the Contractor must deliver to the Territory all Contract Material and Territory Material (other than copies of material that the Territory has authorised the Contractor to retain).

## 6.8 Meaning of "use"

For the purpose of clause 6, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

## 7. Contractor's personnel

### 7.1 Suitability of personnel

The Contractor must:

- (1) ensure the Services are performed by persons who are fit and suitable to perform the Services; and
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of the Services.

### 7.2 Specified Personnel

The Contractor must:

- (1) ensure that the Services are performed by Specified Personnel (if any); and
- (2) if Specified Personnel are unable to perform any of the Services, provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity.

### 7.3 Security

The Contractor must, if using the Territory's premises or facilities to perform the Services, comply with all security and office regulations in effect at those premises or regarding those facilities, as notified or directed by the Territory.

### 7.4 Employee and industrial relations obligations

The Contractor must, if required by the Territory, provide verification of the Contractor's compliance with its employee and industrial relations obligations for the purpose of the Procurement Act.

## 8. Non-disclosure of Territory Information

### 8.1 Contractor must not disclose Territory Information

Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the

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Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

### 8.2 Contractor to protect Territory Information

The Contractor must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

### 8.3 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwth) as if they were provisions of this Agreement; and
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

### 8.4 Contractor must notify the Territory

The Contractor must immediately notify the Territory if the Contractor becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

### 8.5 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act*

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1900 (ACT), the maximum penalty for which is 2 years imprisonment.

## 9. Non-disclosure of Confidential Text

### 9.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

### 9.2 Confidential Text

If the Agreement is a notifiable contract under the Procurement Act and Confidential Text is specified in **Item 7 Schedule 1**:

- (1) the grounds on which the text is confidential are set out in **Item 8 Schedule 1**; and
- (2) clause 9.3 will apply.

### 9.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

## 10. Insurance and indemnity

### 10.1 Contractor's insurance

The Contractor must effect and maintain for the Term:

- (1) all insurance coverage required to be effected by it by law;
- (2) public liability insurance with coverage in the amount of not less than \$20 million (or any other amount or conditions specified in **Item 5 Schedule 1**) in respect of each claim;
- (3) professional indemnity insurance with coverage in the amount of \$10 million (or any other amount or conditions specified in **Item 5 Schedule 1**) in respect of each claim and in the annual aggregate; and
- (4) any other insurance specified in **Item 5 Schedule 1**,

with a Prescribed Insurer and must produce evidence of that insurance as required by the Territory.

### 10.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

### 10.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 10.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor.

## 11. Termination

### 11.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
  - (b) is not capable of being remedied.

## 11.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
  - (a) payments under this Agreement for Services rendered before the date of termination, and
  - (b) subject to **clauses 11.2(2)** and **11.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
  - (a) stop work as specified in the notice,
  - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
  - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

## 11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

## 12. Dispute resolution

### 12.1 Negotiation of Dispute

If a difference or dispute (**Dispute**) arises in relation to this Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

### 12.2 Mediation of Dispute

If the Dispute has not been resolved pursuant to **clause 12.1** within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise

agreed, the parties will share equally the costs of the engagement of the mediator.

## 12.3 No prejudice

Nothing in this **clause 12** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## 13. General

### 13.1 Conflict of interest

The Contractor:

- (1) warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services and of its other obligations under this Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
  - (a) notify the Territory immediately of that conflict or risk, and
  - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### 13.2 No employment, partnership or agency relationship

- (1) Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### 13.3 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

### 13.4 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

**13.5 Variation**

This Agreement may be varied only by the written agreement of the parties prior to the expiration of this Agreement.

**13.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

**13.7 Governing law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

**13.8 Compliance with laws**

The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

**13.9 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

**13.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

**13.11 Survival of clauses**

Clauses 8, 10.2 and 10.3 will survive the expiration or earlier termination of this Agreement.

**SCHEDULE 1 - CONTRACT DETAILS****Item 1. Contract Officers** *For the Territory:**See clauses 1.1 and 13.9*

Mr. Robert Van Aalst  
Manager  
Innovation and Industry Development  
Business and Projects Division  
Chief Minister's Department  
GPO Box 158  
Canberra ACT 2601

Fax: (02) 6207 0033

*For the Contractor:*

Mr. John Miller  
Executive Director  
Canberra Business Council Inc  
National Associations Centre  
71 Constitution Avenue  
Campbell ACT 2612

Fax: (02) 6257 4421

**Item 2. Term***See clause 3*

From 1 June 2007 to 30 June 2008. The initial Term may be extended for two (2) further periods of one (1) year duration by mutual agreement of the parties in writing. The maximum Term will be three (3) years and one (1) month.

**Item 3. Contract Price***See clause 4*

- (1) Contract Price: \$192,500.00  
(GST is included) per annum.
- (2) The Contract Price is payable by instalments. Invoices may only be rendered in advance in accordance with the following.

Instalment	When invoice may be rendered
\$208,541.00	Upon the commencement of this Agreement.
\$192,500.00	1 July 2008 (if the Term is extended in accordance with <b>Item 2 Schedule 1</b> ).
\$192,500.00	1 July 2009 (if the Term is extended in accordance with <b>Item 2 Schedule 1</b> ).

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
  - (b) inclusive of GST and all other taxes, duties and charges; and
  - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

**Item 4. Specified Personnel**

Not applicable.

*See clause 7.2*

**Item 5. Other amounts and insurance**

Notwithstanding clause 10.1, the Contractor must effect and maintain for the Term:

*See clause 10.1*

- (1) all insurance coverage required to be effected by it by law;
- (2) public liability insurance with coverage in the amount of not less than \$10 million in respect of each claim; and
- (3) professional indemnity insurance with coverage in the amount of \$5 million in respect of each claim and in the annual aggregate;

with a Prescribed Insurer and must produce evidence of that insurance as required by the Territory.

**Item 6. Territory Information**

Not used.

*See clauses 1.1 and 8*

**Item 7. Confidential Text**

Not used.

*See clauses 1.1 and 9*

**Item 8. Grounds for confidentiality of Confidential Text**

Not used.

*See clause 9*

## SCHEDULE 2 - THE SERVICES

For the purposes of the Insurance Determination, this Schedule 2 constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

### Item 1. Scope

The Contractor is required to deliver industry and enterprise development activities to the ACT film, television and multimedia sector. Over the past two years these functions have been provided from within Government through the agency *ScreenACT*.

### Item 2. The Services

(1) The Contractor will provide the following Services:

- (a) Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:
  - (i) Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
  - (ii) Work with national and state/territory organisations to attract production as part of a wider national strategy.
- (b) Provide information and logistical support for visiting and potential productions (location liaison).
- (c) Support development of the local film, television and digital media sectors:
  - (i) Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
  - (ii) Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
  - (iii) Provide financial assistance towards professional development and marketing opportunities (eg market attendance) offering economic development outcomes;
  - (iv) Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

### Item 3. Critical success factor issues:

The following issues will be critical in an outsourced model of *ScreenACT*.

- (1) It is intended that *ScreenACT* remains an economic development initiative for screen-based creative industries, and as such the Contractor is required to focus on:
  - (a) increasing the economic value of the industry;
  - (b) improving the capabilities of firms in the industry;
  - (c) supporting innovation in the industry;
  - (d) creating quality and growth in employment; and
  - (e) increasing the value of export.
- (2) The Contractor is required to provide assistance to the industry as whole and not just individual sub-sectors within the industry.
- (3) The primary purpose (and the limitations) of the role and activities of *ScreenACT* needs to be effectively communicated to the Industry.
- (4) The model needs to position itself as the 'information source' of the industry and be able to direct industry to funding options available through government and non-government sources, including artsACT project funding grants, audience development funding through the Festivals Fund and other Government (ACT, NSW and Commonwealth) business assistance programs.
- (5) New entrants to the industry should be encouraged and supported.
- (6) Established businesses within the industry should be supported by initiatives that have measurable economic outcomes, employment and export growth outcomes.
- (7) Continuing the regional integration aspects of *ScreenACT* by maintaining the close relationship with the NSW funded regional production liaison officer - currently employed by the Capital Region Development Board (CRDB) and funded by the NSW Department of State and Regional Development (DSRD). The relationship with the NSW Film and Television Office (FTO) needs also to be maintained and further enhanced.

### SCHEDULE 3 - SPECIAL CONDITIONS

*See clause 13.10*

#### Item 1. Privacy of Personal Information

##### 1.1 Additional privacy obligations

The following obligations are in addition to those set out in clause 8.

##### 1.2 Employee awareness

The Contractor must ensure that any employee of the Contractor or any subcontractor, requiring access to any Personal Information held in connection with this Agreement:

- (1) makes an undertaking in writing in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the employee or subcontractor.

##### 1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cwth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

##### 1.4 Indemnity and compensation

- (1) The Contractor indemnifies the Territory in respect of any liability, loss or expense incurred arising out of, or in connection with, a breach of the obligations of the Contractor under this Item or for a breach of the *Privacy Act 1988* (Cwth).
- (2) In this Item "liability, loss or expense" includes any amount paid by the Territory on behalf of the Commonwealth for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which the Commonwealth would have been liable under the *Privacy Act 1988* (Cwth) if that

breach had been that of the Territory.

### 1.5 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and
- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

### 1.6 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

## Item 2. Qualifications, training and knowledge

- (1) The Contractor is required to ensure all employees engaged for this Agreement have training, skills and knowledge appropriate to undertake the Services and in a safe manner.
- (2) The Contractor is required to ensure that all employees are adequately supervised to ensure that all Services are delivered in accordance with the requirements of this Agreement, and any relevant legislation and Australian Standard.

## Item 3. Award wages and conditions

- (1) Every person employed by the Contractor in connection with the Contract must be paid wages at rates and employed under conditions of employment not less favourable than those established by any law of the Commonwealth or of the State or Territory in which the person is employed to perform the Services of the same character in the trade or industry concerned.
- (2) Before paying any monies to the Contractor under this Agreement, the Territory may require the Contractor to give the

Territory a statutory declaration by the Contractor, or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts attested to, that:

- i) All employees who have at any time been engaged on the Services performed under this Agreement have been paid in full all amounts payable to them whether by the Contractor or a subcontractor in respect of their employment on the Services under this Agreement.
  - ii) All subcontractors have been paid all monies payable to them in respect of the Services performed under this Agreement.
  - iii) If within two (2) days after the request the Contractor fails to provide the statutory declaration, the Territory may withhold payment of monies due to the Contractor until the statutory declaration is received.
- (3) All persons engaged or employed for carrying out the Services, who are eligible, have been paid their correct superannuation entitlements.
  - (4) At the request of the Contractor and out of monies payable to the Contractor the Territory may on behalf of the Contractor make payments directly to an employee or subcontractor.
    - i) The Contractor and each permitted subcontractor must keep proper wages' books and time sheets showing the wages paid to and, so far as practicable, the time worked by employees in connection with this Agreement.
    - ii) The Contractor and each permitted subcontractor must at all reasonable times allow any properly authorised officer of the Territory to enter upon his Site, inspect his wages books and time sheets, and also if such authorised officer thinks fit, to interview any persons employed on the Services in connection with this Agreement as to their rates of wages, hours and conditions of employment.
  - (5) The Contractor must ensure that all persons engaged or employed for carrying out the Services under this Agreement are given every opportunity to join their respective union.

## Item 4. Separate accounting for Contract Price

### Item 4.1 Separately account for Contract Price

The Contractor must within its accounting system, account for the Contract Price separately from any other funds of the Contractor.

**Item 4.2 Bank account**

The Contractor must deposit and hold in a separate bank account the Contract Price on trust for the Territory and:

- (1) not cause or allow any funds other than the Contract Price to be deposited into that account; and
- (2) promptly notify the Territory of:
  - (a) the details of that account, and
  - (b) any change to that account.

**Item 5. Records****Item 5.1 Obligation to keep**

The Contractor must:

- (1) keep all records necessary to substantiate expenditure of the Contract Price in compliance with applicable law; and
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Contract Price,
  - (b) other money received and spent on performing the Services,
  - (c) the progress of the performance of Services, and
  - (d) any other records in respect of the performance of Services that the Territory may reasonably require from time to time.

**Item 5.2 Retention of records**

The records referred to in **Item 5.1** must be retained by the Contractor for at least 7 years following the completion or termination of the services or the expiration or termination of this Agreement, whichever occurs first.

**Item 5.3 Access**

The Territory may, at reasonable times and on reasonable notice, enter the Contractor's premises and inspect the records kept by the Contractor and the progress of the Services, to audit the Contractor's compliance with this Agreement.

**Item 5.4 Assistance**

The Contractor must give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct the audit under **Item 5.3**.

**Items 5.5 Copies**

In conducting an audit under this **Item 5**, the Territory may at its own cost take copies of any records which it reasonably considers relevant.

**Item 5.6 Territory's Auditor-General**

Any of the Territory's rights under this **Item 5** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

DATE OF THIS AGREEMENT ..... 31 May ..... 2007

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

[Redacted Signature] Signature of Territory delegate

[Redacted Signature] Signature of witness

IAN COX Print name

ROBERT VAN CAUST Print name

SIGNED by or for and on behalf of CANBERRA BUSINESS COUNCIL INC ABN 85 732 120 494

[Redacted Signature] Signature of Contractor or authorised officer\*

[Redacted Signature] Signature of witness

GRAIG SHAW - CHAIRMAN Print name and position

ROBERT VAN CAUST Print name

[Redacted Signature] Signature of second authorised officer\*  
\*see note below

YOUNG MILLER - EXECUTIVE DIRECTOR Print name and position




- Note:
- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
  - Individual: Must be signed by the individual Contractor and witnessed.
  - Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
  - Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

*van*

## ScreenACT Reporting. 6 month report for January to July 2008

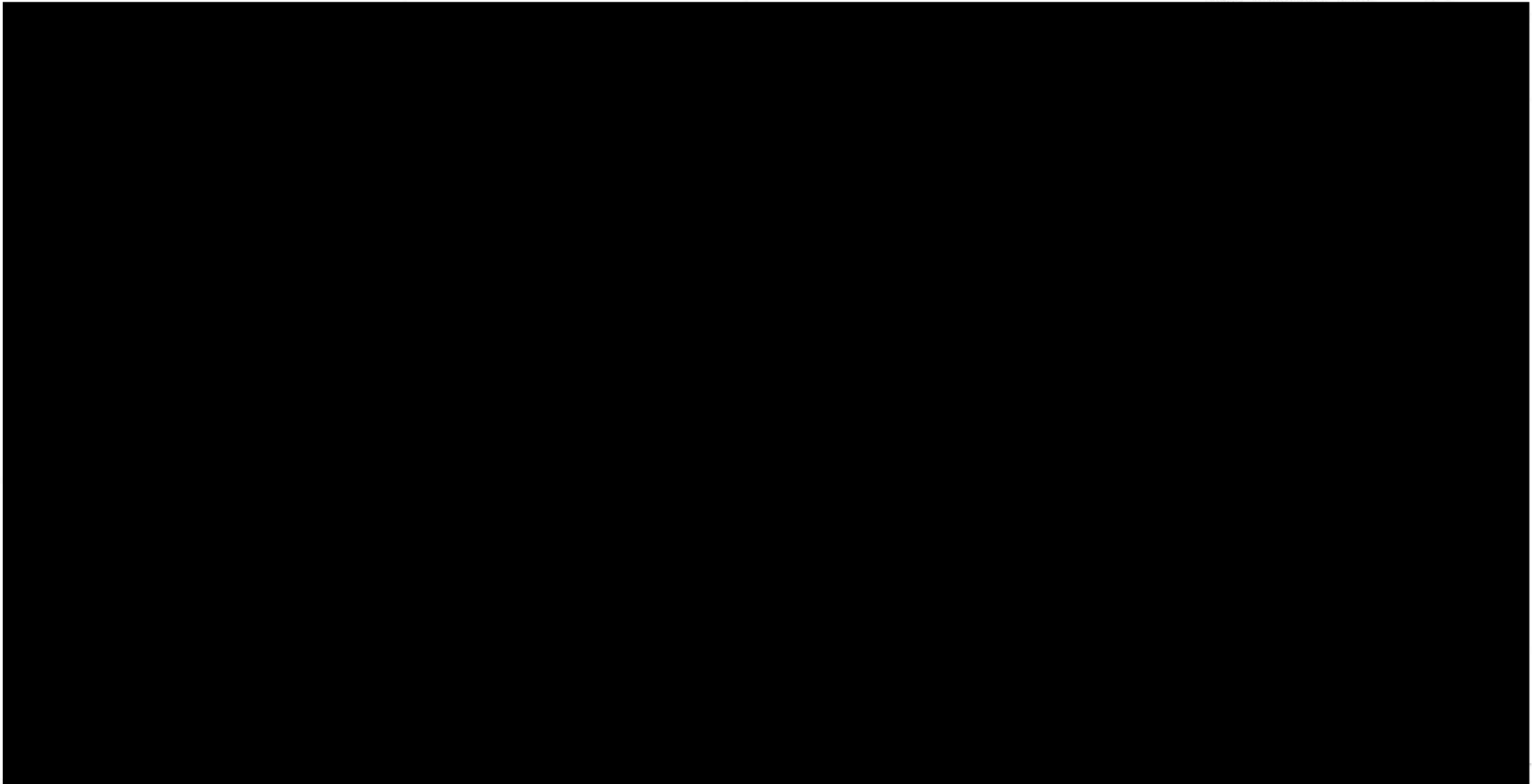
SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:               <ul style="list-style-type: none"> <li>- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>- Work with national and state/territory organisations to attract production as part of a wider national strategy.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing administration of ScreenACT website</li> <li>• Ongoing newsletters and alerts to website subscribers               <ul style="list-style-type: none"> <li>◦ Subscribers at the time of building the new website was approximately 75. It is now 230.</li> </ul> </li> <li>• Attended Australian International Documentary Conference in Fremantle, 2008 as representative of ScreenACT.</li> <li>• Ongoing contact with national and state organisations through:               <ul style="list-style-type: none"> <li>◦ Attend national funding agency meeting at Australian International Documentary Conference. Fremantle Feb 2008</li> <li>◦ Attend Film Australia’s “Doco 2012 - Agency Day” in June 2008 in Sydney, where most state and national funding bodies were represented (Screen Tasmanian and North territory Film Office were unable to attend)</li> <li>◦ [REDACTED] of production liaison in the region with the Capital Region Liaison Office closing down, and the possibility of cross border funding between NSW and the ACT. [REDACTED] regarding a visit of TVC location managers to the ACT. Suggested for late spring or early summer.</li> </ul> </li> <li>• Periodically update photographs for ScreenACT photo library.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital region Production Liaison Officer (office now ceased operation)</li> <li>• New local production directory on ScreenACT website</li> <li>• Answer general location queries from various production companies, both local and interstate. These include:               <ul style="list-style-type: none"> <li>◦ Pajero advertisement</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ AAF Productions, Chennai India</li> <li>○ Radaan Productions. Chennai India.</li> <li>○ Satch Location services for Canberra shot of international car TVC.</li> <li>○ Piglet Productions – Melbourne. TVC. Supply of contacts for Parliament House and Old Parliament House.</li> <li>○ Bega Cheese – TVC. Last minute referral to NCA for lake location, when location at Curtin Shops fell through.</li> <li>○ TW Locations: Large scale reality series seeking large manor house with accommodation, or small resort etc.</li> <li>○ Queensland Film Locations. General enquiry for their database</li> <li>○ Working Dog Productions. The Hollowmen. Ongoing supply of photos, contact points, location suggestions and information.</li> <li>○ Resistance. Local production. Advice on locations, logistics and contacts</li> <li>○  He has an AFC funding letter, but some investment still being sought. Will require police cooperation as it features major hostage situation at Lake Burleigh Griffin. ScreenACT will pursue on their behalf when more details are available.</li> </ul>
<ul style="list-style-type: none"> <li>● Support development of the local film, television and digital media sectors: <ul style="list-style-type: none"> <li>- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>- Provide financial assistance towards professional development</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Website and newsletter (see above)</li> <li>● Provided sponsorship of 2 x training places at AIE in 2008.</li> <li>● Supplied travel assistance for 2 practitioners to attend The Australian International Documentary Conference, Perth WA 2008.</li> <li>● ScreenACT represented the ACT at the same conference.</li> <li>● ScreenACT Project Fund (also, see separate report attached), grants scheme to assist local projects achieve business focused</li> </ul>

<p>and marketing opportunities (eg market attendance) offering economic development outcomes;</p> <ul style="list-style-type: none"> <li>- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<p>outcomes.</p> <ul style="list-style-type: none"> <li>o Fund advertised from Oct 2007</li> <li>o Applications closed January 25<sup>th</sup></li> <li>o 33 applications received</li> <li>o 13 projects deemed suitable for funding</li> <li>o 5 projects funded between \$7,000 and \$10,000</li> <li>o Cumulative estimated budgets of successful projects: \$1,457,458</li> </ul> <ul style="list-style-type: none"> <li>• The project fund generated a good deal of publicity with articles in national trade publications and several in the Canberra Times.</li> <li>• Plans are underway for a second funding round in October 2008.</li> <li>• Contact with AFTRS to finance short course: Building your Own Creative Business, in Canberra in early 2009.</li> <li>• Contact with SPAA regarding buying and offering ACT Practitioners places at SPAA Fringe in Oct 2008.</li> <li>• Contact with Fremantle Media regarding offering session to local producers on how to pitch projects to Fremantle.</li> </ul>
<ul style="list-style-type: none"> <li>• Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>• Terms of reference for Screen ACT Taskforce drafted, submitted to taskforce, and accepted.</li> <li>• ScreenACT Taskforce broadened to ensure good industry representation.</li> <li>• Development proposal by ScreenACT underway for national documentary initiative for Canberra Centenary.</li> </ul>

Canberra Business Council Limited  
Screen ACT - CC 20  
Analysis of Revenue and Expenditure

Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Total	Budget Jul07 - Jun08	Variance Jul07 - Jun08	Budget Full Year
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Wednesday, 28 January 2009

Mr Robert van Aalst  
 Manager, Innovation and Industry Development  
 Business and Industry Development Branch/ Business and Projects Division  
 Chief Minister's Department  
 GPO Box 158, Canberra City, ACT, 2601  
 Canberra, ACT 2601

Principal Members

[ACTEW Corporation](#)

[ActewAGL](#)

[Bank West](#)

[Bega Cheese](#)

[Clayton Utz](#)

[CREBIVE](#)

[Ernst & Young](#)

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[HolisTech Pty Ltd](#)

[HSA Group](#)

[KPMG](#)

[Master Builders Association \(ACT\)](#)

[Minter Ellison](#)

[National Australia Bank](#)

[National Museum of Australia](#)

[NEC Australia Pty Ltd](#)

[Oracle](#)

[Staging Connections \(ACT\)](#)

[The Village Building Company](#)

Dear Robert,

Please find attached a report for ScreenACT for the period of July 2008 to January 2009.

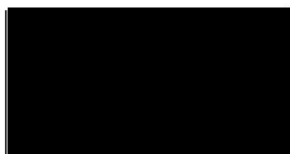
This report has been compiled and written according to the format requested and supplied by you in January 2008.

Please also find attached:

- A financial statement for ScreenACT expenditure July 2008- Jan 2009.
- A full report of the ScreenACT Project Fund 2008 Round Two.

Thank you for your continued support of the ScreenACT Project throughout 2008. We look forward to delivering further outcomes for the ACT Government and the ACT screen industries over the coming year.

Yours sincerely,



**CHRIS FAULKS**  
 CEO, Canberra Business Council



**BRENDAN WALSH**  
 Manager, ScreenACT

ABN 14 126 100 169

T 02 6247 4199

F 02 6257 4421

Canberra Business Council Limited  
 National Associations Centre,  
 Unit 4/71 Constitution Avenue  
 Campbell ACT 2612 Australia  
 PO Box 4255, Manuka ACT 2603 Australia

info@canberrabusinesscouncil.com.au  
[www.canberrabusinesscouncil.com.au](http://www.canberrabusinesscouncil.com.au)

Affiliated with



## ScreenACT Reporting. 6 month report for July 2008 to January 2009

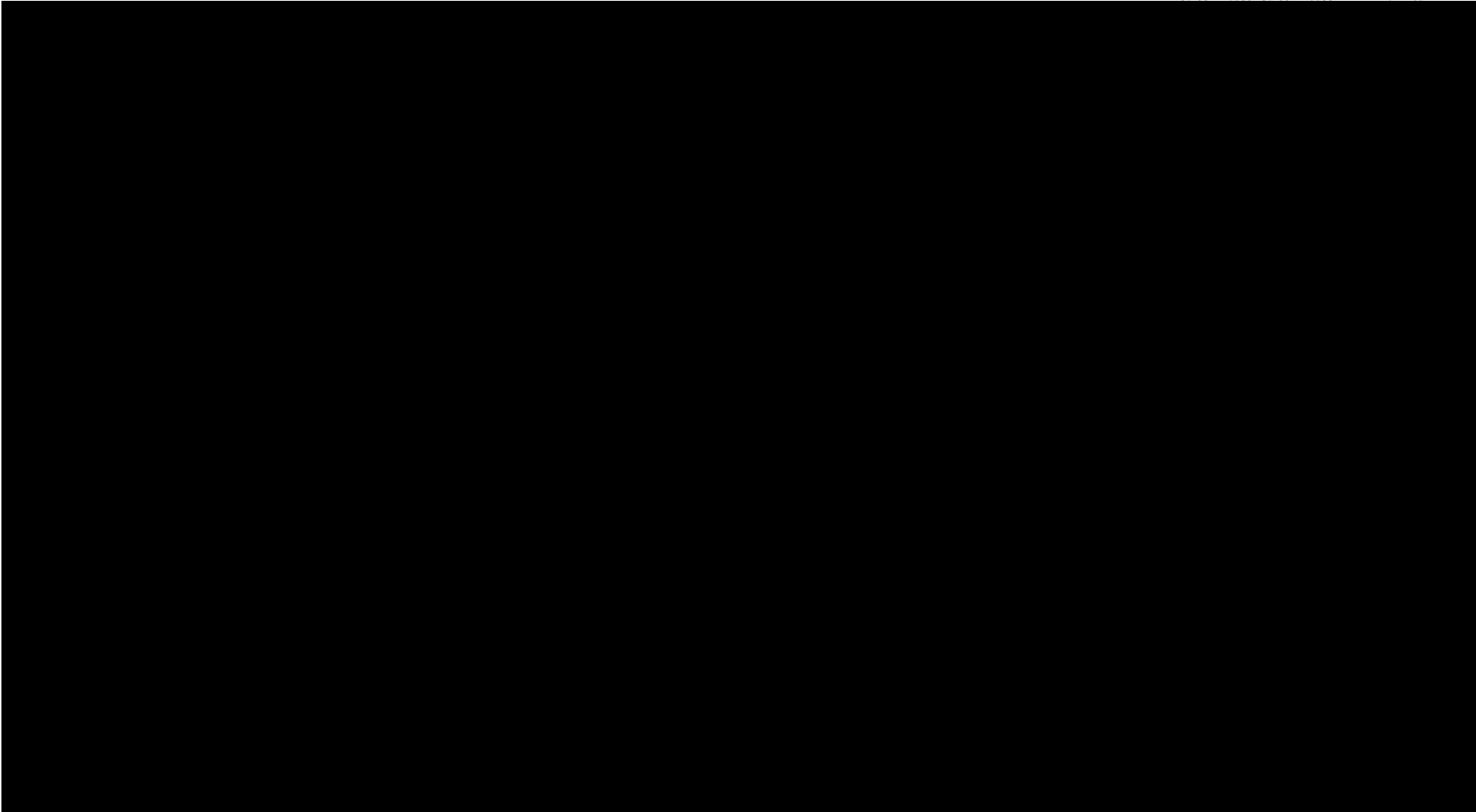
SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:               <ul style="list-style-type: none"> <li>- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>- Work with national and state/territory organisations to attract production as part of a wider national strategy.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing administration of ScreenACT website</li> <li>• Ongoing newsletters and alerts to website subscribers</li> <li>• Attended Screen Producers Association of Australia Conference. Gold Coast Nov 2208. SPAA attendance included:               <ul style="list-style-type: none"> <li>○ Attend Doco 2012 Working Group meeting, representatives from Screen Australia, all state film agencies, the ABC and SBS.</li> <li>○ Meeting with [REDACTED] to discuss the future emerging changes in the way Screen Australia will divest itself of professional development activities, by partnering with stage and territory agencies, and how the agencies will collectively respond to this.</li> </ul> </li> <li>• Liaise with Screen Australia and artsACT to supply Screen Australia's Policy, Research and Communications division with long requested statistics on film and television funding in the ACT to use in the SA annual survey.</li> <li>• Liaise with Screen Australia to invite key industry stakeholders to an information session to explain and seek comment on Screen Australia's new guidelines draft.</li> <li>• Liaise with Australian Film, TV and Radio School to collate guest list of key industry stakeholders to attend an industry specific AFTRS networking event that followed a public information session. Also advised on locations for these events.</li> </ul>

<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital Region Development Board regarding the finish of the RPLO position, and the ongoing possibility of a reinstated DRSD funded location liaison officer.</li> <li>• Ongoing consultation with the FTO about how to deal with NSW Capital region filming enquires in the absence of an RPLO.</li> <li>• Answer general location queries from various production companies, both local and interstate. These include: <ul style="list-style-type: none"> <li>○ Working Dog Productions. The Hollowmen. Ongoing supply of photos, contact points, location suggestions and information.</li> <li>○ Galore. Feature Film planned for Canberra. Advised on location permissions etc, and facilitated meeting with Robert Van Aalst. Filmmakers have applied to ACT govt for assistance with the project.</li> <li>○ [REDACTED]. Enquiries carried out by ScreenACT on the possibility of using Regatta Point for several days. As the information obtained indicated there would not be sufficient access for the filmmakers, the script and location is being re-assessed.</li> <li>○ Selling Houses Australia. TV Program.</li> <li>○ Foreign motor vehicle TVC. (only at agency pitch stage).</li> <li>○ East West 101. SBS police drama. Filmed 2nd unit material in Canberra CBD and parliamentary triangle.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Support development of the local film, television and digital media sectors: <ul style="list-style-type: none"> <li>- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>- Provide financial assistance towards professional</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Supplied travel assistance for 2 practitioners to attend Screen Producers Association of Australia 'SPAA Fringe', Sydney Oct 2008.</li> <li>• Supplied travel assistance for 1 practitioner to attend Screen Producers Association of Australia 'SPAA Conference, Gold Coast, November 2008.</li> <li>• Supplied travel assistance for 2 practitioners to attend Australian International Documentary Conference 2009. Adelaide, Feb 2009.</li> <li>• Supplied travel assistance for 1 practitioner to attend Australian</li> </ul>

<p>development and marketing opportunities (eg market attendance) offering economic development outcomes;</p> <ul style="list-style-type: none"> <li>- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<p>Writer's Guild, Screenwriter's Fringe Conference 2009. Adelaide, Feb 2009.</p> <ul style="list-style-type: none"> <li>• ScreenACT Project Fund 2008 – Round Two. (also, see separate report attached), grants scheme to assist local projects achieve business focused outcomes. <ul style="list-style-type: none"> <li>○ Fund advertised from Aug 2008</li> <li>○ Public information session held: Friday Sept 19<sup>th</sup>, 2008,</li> <li>○ Applications closed Oct 17<sup>th</sup></li> <li>○ 24 applications received</li> <li>○ 6 projects funded between \$6,900 and \$10,000</li> <li>○ Cumulative estimated budgets of successful projects: \$3,537,000</li> </ul> </li> <li>• The project fund generated a good deal of publicity with articles in national trade publications and the Canberra Times. There is strong potential for follow-up publicity.</li> <li>• Plans underway with AFTRS to finance short course: Building your Own Creative Business, in Canberra in March 2009.</li> <li>• Organise for local documentary makers to meet with Screen Australia's Head of Documentary, while on a visit to Canberra.</li> </ul>
<ul style="list-style-type: none"> <li>• Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>• After receiving a significant screen funding policy request from the AMA regarding funding smoking in films, ScreenACT sought advice from other agencies on their intended response (in particular the FTO), then advised the ACT Government of the situation and best response, following approval from the ACT Government ScreenACT responded to the AMA</li> <li>• Terms of reference for Screen ACT Taskforce approved by Taskforce</li> <li>• Completed extending taskforce membership to better reflect the ACT Screen Industry.</li> </ul>

Canberra Business Council Limited  
Screen ACT - CC 20  
Analysis of Revenue and Expenditure

Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Total	Budget Jul08 - Dec08	Variance Jul08 - Dec08	Budget Full Year
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**SCREENACT**  
The ACT Office of Film, Television and Digital Media

## REPORT

### **The ScreenACT 2008 Project Fund – Round Two, funding program carried out by ScreenACT/ Canberra Business Council over the second half of 2008**

*Compiled by Brendan Walsh*

*The information in this report has been compiled for the ACT Government and the ScreenACT Taskforce. It should be treated as CONFIDENTIAL, and is not for use outside of matters directly relating to ScreenACT.*

### SUMMARY:

- Total fund offered: \$55,000.
- Maximum grant of \$10,000 per project.
- Closing date for applications: October 17<sup>th</sup>, 2008.
- Assessment committee meeting date: November 18<sup>th</sup> 2008.
- Assessment committee:
 

1. [REDACTED]	Film and TV Consultant.
2. Helen Tsongas:	artsACT.
3. [REDACTED]	[REDACTED]
- Applications received: 24
- Projects re-applying: 5 (2 successful)
- Applicants re-applying: 8 (2 successful)
- Total funding applied for: \$217,378
- 6 projects selected for funding:
 

Urf	\$10,000
Into The Shadows	\$10,000
Memoirs of a Plague	\$10,000
Irini	\$10,000
Witness 19.2.42	\$6,900
A Comic Affair	\$8,100
- CUMULATIVE ESTIMATED BUDGETS OF SUCCESSFUL PROJECTS:  
\$3,537,000

## **PROJECT FUND OVERVIEW:**

The ScreenACT 2008 Project Fund was conceived through meetings of the ScreenACT taskforce over the second half 2007. It successfully run over the first half of 2008, where 5 projects shared a grant pool of \$45,000.

Upon confirmation of another year of funding for ScreenACT, the taskforce agreed it would be best to run another round in the first half of the financial year, so the second round was set for applications to be received in October 2008.

The total fund offered for this round was \$55,000, again with a maximum grant of \$10,000 per project.

The fund was applicable across the mediums of film, television and digital media.

The fund was applicable to projects including but are not limited to:

- feature films
- television drama series,
- mini-series
- telemovies
- broadcast length documentaries
- television documentary series
- reality television series
- lifestyle programs
- game shows
- sports
- digital media projects.

Excluded from funding were:

- TV commercials
- corporate videos
- training videos
- music videos\*
- short films\*

*\*unless the application could demonstrate that ScreenACT funding would assist in the project generating a commercial return. Two applications were received for short films, neither of which, in the opinion of the assessors, gave a convincing argument for how they might achieve a commercial return.*

## **ANNOUNCEMENT AND INFORMATION SESSION:**

**FUND ANNOUNCEMENT:** Aug 22<sup>nd</sup>, 2008 by press release and ScreenACT Alert newsletter.

News of the fund announcement was covered by Screen Hub News, Encore Magazine, Independent Film online, and the EoR newsletter.

**PUBLIC INFORMATION SESSION:** Friday Sept 19<sup>th</sup>, 2008, Canberra Museum & Gallery.

This was attended by approximately 12 people, with a mixture of prior and new applicants.

**APPLICATIONS:**

Closing date: Oct 17<sup>th</sup>, 2008.

Details of applications were strictly commercial in confidence.

Applications received: 24

**TYPES OF PROJECT APPLIED FOR:**

Feature drama:	4
TV drama/ comedy	3
TV Animation	2
Documentary feature:	3
Documentary tv (single ep):	3
Documentary series:	2
Lifestyle/ reality series:	2
Digital media:	3
Short Films	2
Total:	24

**FUNDING APPLIED FOR:**

10,000	17
9,000 - 10,000	2
8,000 - 9,000	1
7,000 - 8,000	1
6,000 - 7,000	0
5,000 - 6,000	1
4,000 - 5,000	1
3,000 - 4,000	1

**TOTAL FUNDING APPLIED FOR: \$217,378.**

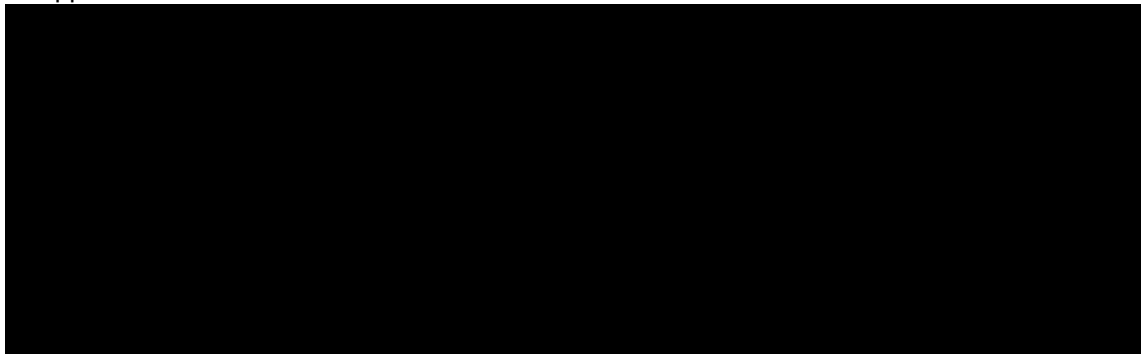
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**PROJECTS SELECTED:**

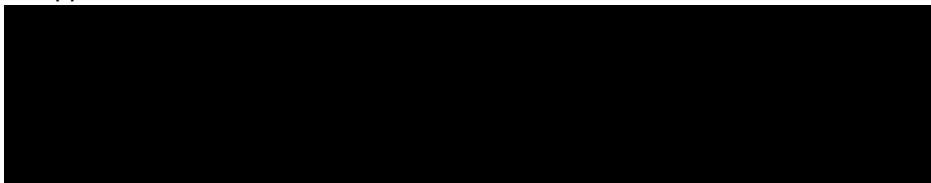
6 projects were chosen for funding:

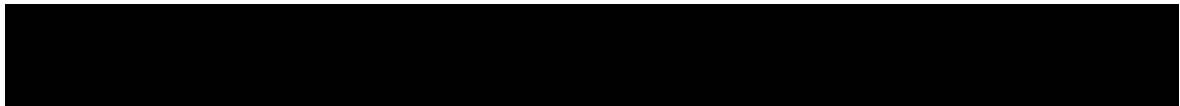
**1. URF**

Applicant: Michael Jacobsen.

**2. INTO THE SHADOWS**

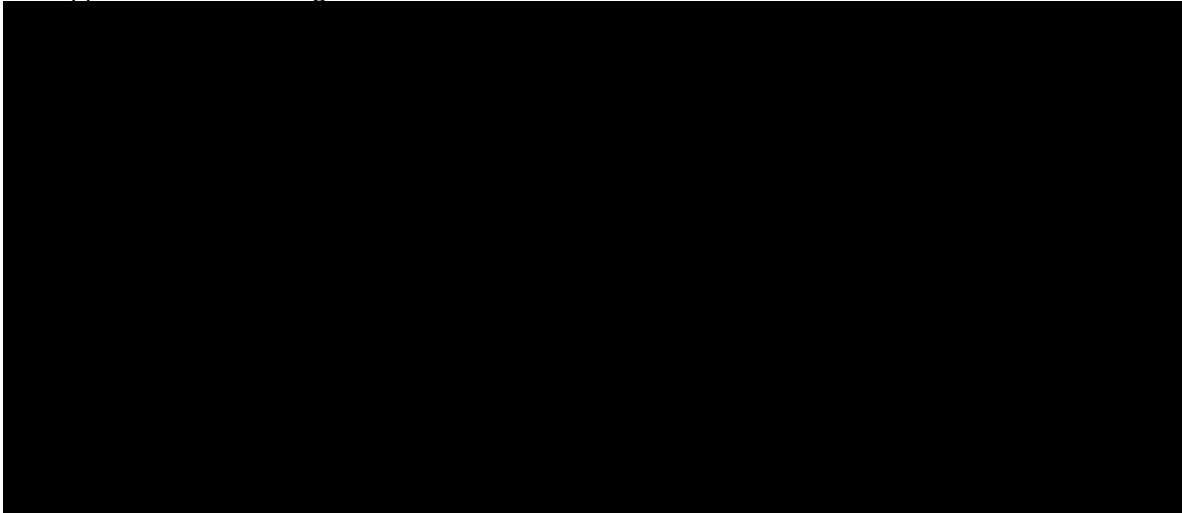
Applicant: Andrew Scarano, Scarnett.





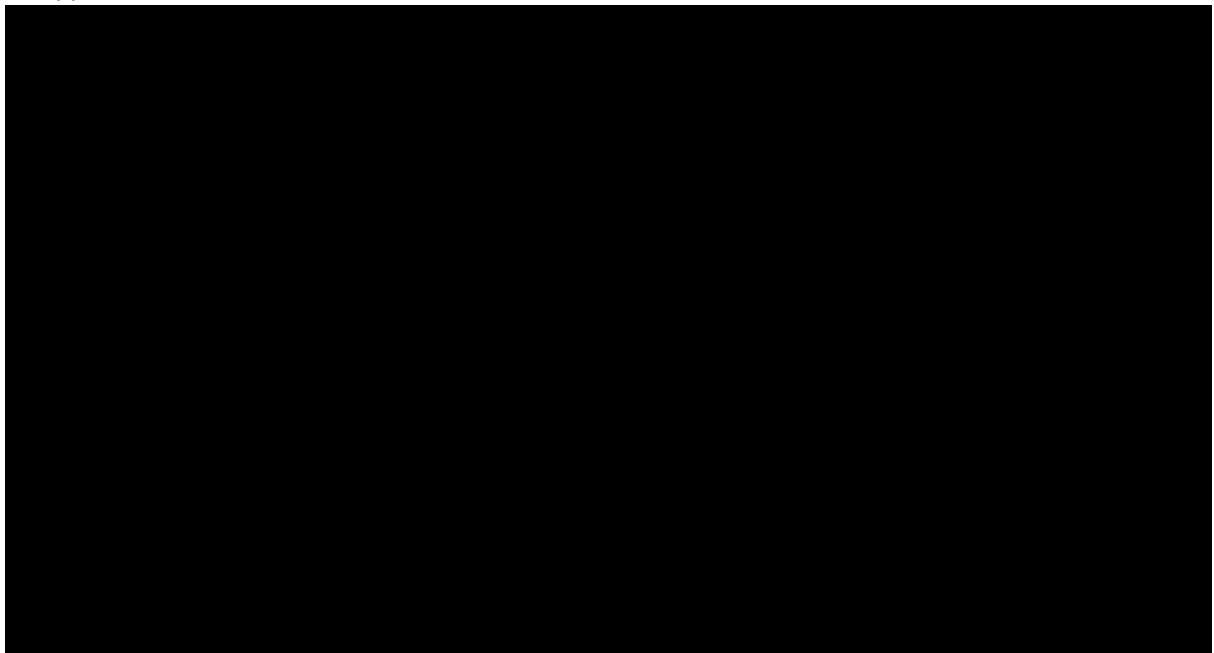
3. MEMOIRS OF A PLAGUE

Applicants: Robert Nugent



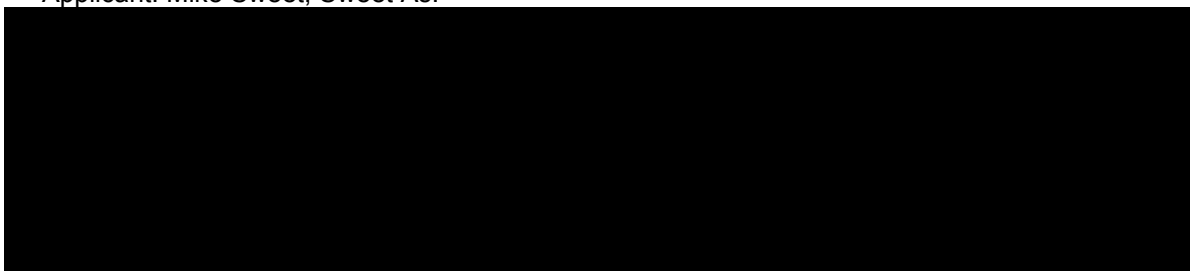
4. IRINI

Applicant: Sotiris Dounoukos



5. WITNESS 19.2.42. THE BOMBING OF DARWIN

Applicant: Mike Sweet, Sweet As.



## 6. A COMIC AFFAIR

Applicants: Elizabeth Weir

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### FUNDING ALLOCATIONS:

Urf	\$10,000
Into The Shadows	\$10,000
Memoirs of a Plague	\$10,000
Irini	\$10,000
Witness 19.2.42	\$6,900
A Comic Affair	\$8,100

### **CUMULATIVE ESTIMATED BUDGETS OF SUCCESSFUL PROJECTS: \$3,537,000**

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### **ANNOUNCEMENT OF RECIPIENTS:**

Recipients were informed by telephone on Dec10th (directly following the taskforce meeting)

As per guidelines, unsuccessful applicants were informed in writing before results were made public.

Recipients were announced by way of press release and ScreenACT newsletter alert on January 13<sup>th</sup>. This included a quote by Chief Minister/ Arts Minister, Jon Stanhope.

Press coverage in Canberra Times and ScreenHub news, and Inside Film.

### **FEEDBACK FOR UNSUCCESSFUL APPLICANTS:**

Only 4 unsuccessful applicants have requested feedback to date

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### **FEEDBACK POINTS FROM TASKFORCE AND COMMITTEE FOR FUTURE CONSIDERATION.**

Following assessment, the Project Assessment Committee noted the following:

- One panel member felt that quality overall perhaps not as good as last year, but more outstanding applications this time.
- A lot of unrealistic expectations from applicants – assessors provide feedback on each individual application.

The taskforce discussed the unrealistic expectations noted. The following points were raised:

1. Better projects are the goal of this exercise. Are they happening?
  2. Are the strongest businesses applying for the funding? And if not, why not?
  3. Better skills are obviously needed in project development, perhaps this should the function ScreenACT funds are put towards. Perhaps by bringing strategically targeted industry experts to the ACT for round table discussion or workshops to raise local capabilities in funding applications and project development.
  4. Perhaps part of future application processes could involve the capacity to review quality of applications prior to submission.
  5. This conversation should be continued at the February meeting, with discussion as to whether ScreenACT should continue with its current funding program, or look at professional development activities to lift the capabilities of businesses and individual practitioners.
- 

### **ASSESSMENT PROCEDURE OUTLINE**

1. Following the announcement and the promotion of the fund in the ScreenACT Newsletter, on the ScreenACT website, and via media release; the closing date for lodging applications is Friday October 17, 2009. Applications must be received at Canberra Business Council by 5.30pm on the due date.
2. All applications will be recorded in a “record of application” spreadsheet, by ScreenACT manager Brendan Walsh.
3. All applicants will be sent a PDF letter, by email, on ScreenACT letterhead as confirmation of receipt of the application, within 5 days of the closing date. If a suitable email address is not available, then the letter will be sent as hard copy.
4. Any late applications will be returned to applicants, unless prior arrangements have been made for the lodgement of late applications or exceptional circumstances can be demonstrated (such as the application being lost in the mail system). The acceptance of any such late application, or components thereof, will be at the sole discretion of the Canberra Business Council.
5. The guidelines call for 4 copies of applications. Following the arrival and recording of all applications one copy of each application will be sent to each of the 3 individual assessors. The remaining application will remain with Canberra Business Council as a permanent record.

6. The three assessors for the ScreenACT 2008 Project Fund – Round two are:
  - a. [REDACTED] – A professional reader and assessor, who is being paid [REDACTED] for his professional services.
  - b. Helen Tsongas – An officer of artsACT, who is not being paid a fee.
  - c. [REDACTED] – A member of the ScreenACT Taskforce [REDACTED] [REDACTED] who is not being paid a fee.
7. Each assessor will be required to sign a confidentiality agreement. The agreement for a paid assessor differs slightly to that of the two unpaid assessors to reflect the legal implications of being an assessor who is not receiving payment.
8. [REDACTED] will read every application and read/ watch all supporting material. He will then write and deliver a reader's report for each application.
9. The remaining two assessors will read every application. They will be supplied with the same supporting material as [REDACTED] and it is expected they will look through it. However it is understood that owing to the large volume of material they may not be able to read and/ or watch every piece of supporting material. Upon their completion they will also be supplied with a copy of the reader's reports and are expected to read them.
10. Each of the three assessors will be given an assessment sheet to write comments against the selection criteria. They will use these to give each project an overall score out of ten.
11. The ScreenACT assessment committee will meet for a one day assessment meeting on November 18th, 2008 (tentative date to be confirmed) at Canberra Business Council. Also present, all day, will be ScreenACT manager Brendan Walsh who will ensure the policies contained in the guidelines are adhered to, and provide assistance and information to the panel. The Canberra Business Council CEO will also attend the meeting to receive the recommendations of the committee.
12. The 3 assessor's scores will be aggregated on a spreadsheet and then averaged. The projects will then be ranked according to score.
13. Each project will then be discussed in detail by the assessors. During this process individual assessors may choose to revise their overall score for individual projects.
14. Upon the commencement of the meeting of the ScreenACT Project Fund Assessment Committee, each assessor will be required to declare any potential conflicts of interest which could improperly influence the performance of their duties as a nominated assessment committee member. They will be asked to note this conflict on the ScreenACT Assessment Committee -Declaration of Potential Conflict of Interest form. The other assessment committee members will evaluate whether the declared potential conflict constitutes an actual conflict. If it does the assessor(s) in question will excuse themselves from the room for the discussion of the relevant project(s). In addition their scores for the relevant project(s) will be not be included in the overall scoring process, and the score from the remaining assessors will be averaged instead.
15. Once all projects have been ranked and discussed, the committee will agree on the projects most suitable for funding. It is expected that the full amount requested by the applicant will be allocated to that project. However, on following discussion and agreement the committee may choose to offer a lesser amount if they agree it is appropriate.
16. Following agreement by the committee, the meeting will be attended by the CEO of Canberra Business Council. The committee will give an overview of deliberations and give its recommendations for which projects receive the funding. The CEO will consider the committee's recommendations and then make the final decisions on the funding recipients. This decision will be final.

17. Upon completion of the process, successful applicants will be informed initially by telephone, and then in writing. Unsuccessful applicants will be informed in writing. Following this the formal announcement of the recipients will be made.
18. Canberra Business Council reserves the right to publically announce the recipients of the grants. However it will work with the individual recipients to release that information pertaining to the project that is agreed upon by both parties.
19. The record of applications, assessment sheets, score aggregation spreadsheet, minutes of the meeting, and other appropriate paperwork will also be held securely as a permanent record. These will be available for audit upon request from the ACT Government. These records will be held for 5 years by, or returned to the ACT Government of completion of the ScreenACT contract.
20. All applications will be retrieved from assessors. One copy will be kept as a permanent record, the additional copies will be securely destroyed. These records will be held for 5 years by, or returned to the ACT Government of completion of the ScreenACT contract.
21. DVD's and CDs will be held. They will be returned, or destroyed, upon request by the applicant. These records will be held for 5 years by, or returned to the ACT Government of completion of the ScreenACT contract.
22. Successful applicants will invoice Canberra Business Council for the amount offered by the committee (plus GST if applicable), and will be paid in within 60 days through Canberra Business Council's standard administration procedures.

## ScreenACT Reporting. Six month report for January to July 2009

SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:               <ul style="list-style-type: none"> <li>• Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>• Work with national and state/territory organizations to attract production as part of a wider national strategy.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing contact with national and state organizations through:               <ul style="list-style-type: none"> <li>• Meetings with Screen Australia: [REDACTED]</li> </ul> </li> <li>• Periodically update photographs for ScreenACT photo library.</li> <li>• Ongoing administration of ScreenACT website.</li> <li>• Monthly newsletters and alerts to website subscribers:               <ul style="list-style-type: none"> <li>• Subscribers at the time of building the new website was approximately 75. It is now 270 and growing.</li> <li>• Added in new information sources such as past grant recipients, past press clippings and releases.</li> <li>• Adding in new functionalities such as Production Directory upgrade (see below).</li> </ul> </li> <li>• Ensured Screen Australia included the region in the Documentary Roadshow presentations.</li> <li>• Marketing of ScreenACT to national and state organizations to make sure ScreenACT is included in discussions at a national level.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital region Production Liaison Officer (new position).</li> <li>• Introduction of a “self serve” production directory on the website.</li> </ul>

**ScreenACT Reporting. Six month report for January to July 2009**

	<ul style="list-style-type: none"> <li>• Answer general location queries from various production companies, local, interstate and international. These include:             <ul style="list-style-type: none"> <li>• “Hawke” – \$2.6million TV produced by Richard Keddie (<i>Little Fish, Curtin</i>). Shoot is mainly in Melbourne and as there is no funds available to support the production, unlikely that a shoot will take place in Canberra. Full-day location scout took place on July 7<sup>th</sup> with director, producer, production designer and first assistant director. Manager did some follow up research at Old Parliament House and National Archives. The production team was very happy with the support that ScreenACT has given.</li> <li>• [REDACTED]</li> <li>• “Galore” – \$2million feature film produced by Phillipa Campey. The shoot would be mainly in the ACT. Incentive support from ACT is being requested. Shoot postponed until mid 2010 as no funding available from ACT.</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Support development of the local film, television and digital media sectors:</li> </ul>	<ul style="list-style-type: none"> <li>• ScreenACT Project Fund Round 2 grants scheme to assist local projects achieve business focused outcomes:</li> </ul>

### ScreenACT Reporting. Six month report for January to July 2009

<ul style="list-style-type: none"> <li>• Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>• Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>• Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;</li> <li>• Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<ul style="list-style-type: none"> <li>• 24 applications received.</li> <li>• 6 projects funded between \$6,900 and \$10,000 with a total potential combined budget of \$3,537,000 (see attached list and update on projects).</li> <li>• The project fund generated a good deal of publicity with articles in national trade publications and several in the Canberra Times.</li> <li>• Grant funds distributed in January, 2009.</li> <li>• ScreenACT Project Fund Round 3 announced, \$50,000 available, deadline being 18<sup>th</sup> September, 2009.</li> <li>• Supplied travel assistance for 2 practitioners to attend The Australian International Documentary Conference, Perth WA 2009 and 1 to attend a producing course in Sydney.</li> <li>• Website and newsletter (see above).</li> <li>• Contact with ABAF to run workshops on Arts and Business and focus on film/TV/digital media business.</li> <li>• Participated on panel for new Interactive Gaming degree developed between AIE and CIT.</li> </ul>
<ul style="list-style-type: none"> <li>• Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>• ScreenACT Taskforce broadened to ensure good industry representation (see attached list).</li> <li>• Relationship between ACT Filmmaker's Network and ScreenACT strengthened.</li> <li>• Forging alliances with arts, business and financing organizations within the region and nationally.</li> <li>• Initial research and drafting of a proposal for a Production Investment Fund.</li> <li>• Workshop 'How to Run A Creative Business' run in conjunction in AFTRS, held from 4<sup>th</sup> – 6<sup>th</sup>, March 2009 with 12 attendee</li> <li>• Children's TV workshop advertised and to be held on 19th September 2009, 17 confirmed attendees</li> </ul>

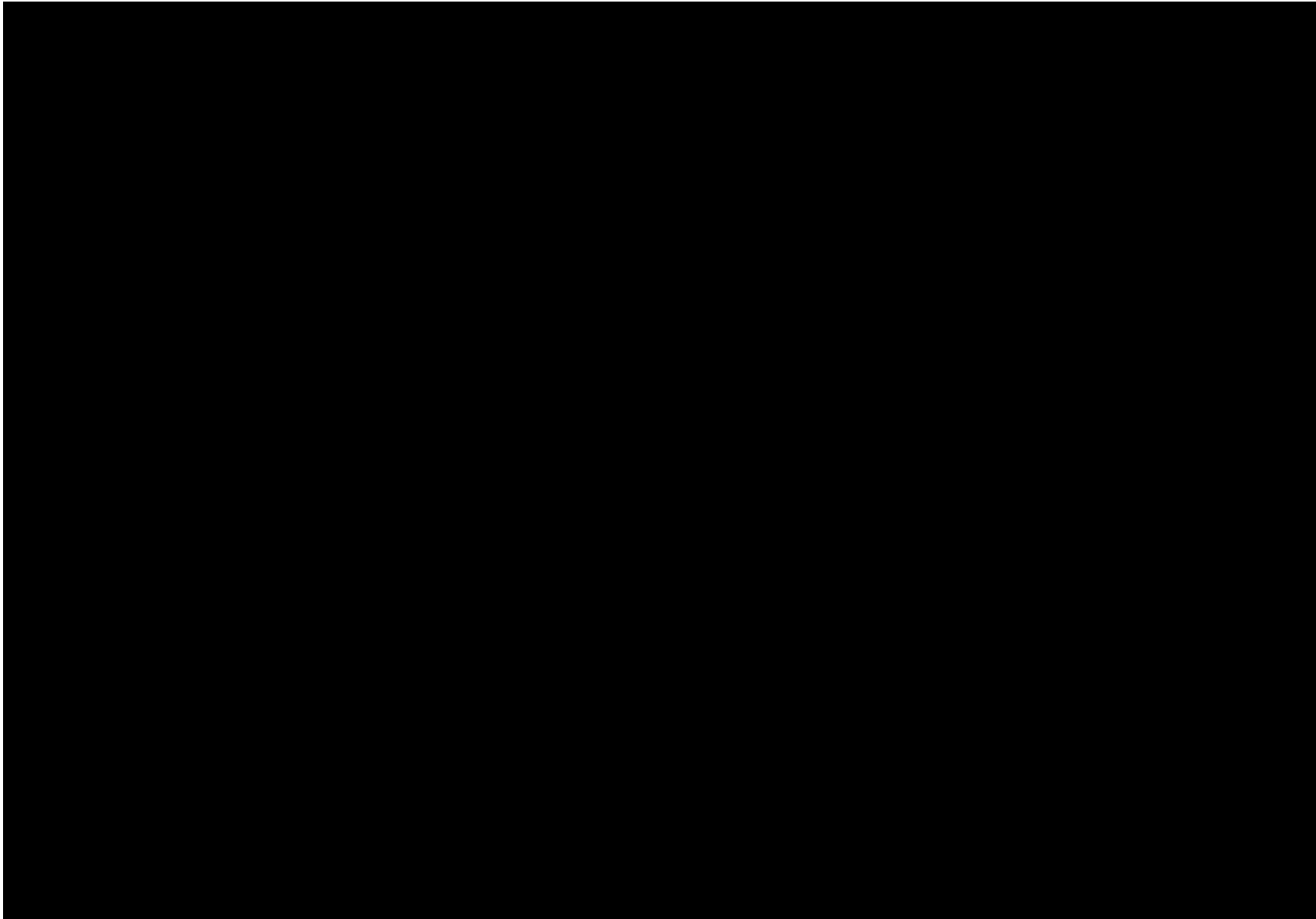


## ScreenACT Reporting. Six month report for January to July 2009

	<ul style="list-style-type: none"><li>• New manager of ScreenACT, Monica Penders appointed and started 11<sup>th</sup> May, 2009.</li></ul>
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Canberra Business Council Limited  
Screen ACT - CC 20  
Analysis of Revenue and Expenditure

Jan-09      Feb-09      Mar-09      Apr-09      May-09      Jun-09      Total





ScreenACT has run two grant rounds in 2008 and beginning of 2009. A total of \$100,000 has been awarded to 10 projects with cumulative estimated budgets of successful projects being approximately \$5,000,000.

The third round of grants has opened with a deadline of September 18<sup>th</sup> and \$50,000 has been allocated to be awarded in this round.

Following are current updates from grant recipients outlining the impact the grant has had on the status of their projects:-

### **Into the Shadows - \$10,000 Grant – Round 2**

I received a grant from ScreenACT to use for the post-production costs of INTO THE SHADOWS.

The funding enabled me to polish Into the Shadows to a much more professional standard that I otherwise would have been able to afford and make INTO THE SHADOWS ready to take to the market.

INTO THE SHADOWS has been picked up for distribution by Ronin Films and has premiered at the Dungog Film Festival in May 2009. The documentary will be the opening film at the Melbourne Underground Film Festival on August 22nd before it has a limited theatrical release later in the year .

During the past month Screen Australia has announced that it will fund INTO THE SHADOWS for market and distribution funding, which will allow the team behind the film to maximise its release potential in the hope to raise the films profile and build for a DVD release and possible television broadcast.

Andrew Scarano

### **The Dinner Party - \$10,000 Grant – Round 1**

The ScreenACT grant of \$10,000 gave our feature film project, THE DINNER PARTY a two-fold advantage. On the one hand it gave us funding to complete an imperative aspect of the post production known as AD-R (Audio Dialogue Replacement). AD-R helps provides a certain level of audio quality required for sales and distribution. This was the first advantage of the ScreenACT grant. The second advantage was the perception ScreenACT's approval and involvement gave our project.

Soon after ScreenACT committed funds to the feature film, we secured another \$80,000 from private investors, enabling us to complete the project and have it at a standard of quality to take to market for sale. Unlike other film funding bodies ScreenACT did not get involved in the creative side of our project. I see this as important as the money itself.

Recently, we have secured an Aus/NZ DVD release through Accent films and have just been confirmed for London's Raindance festival 2009 where we will seek to secure distribution in the UK and potentially European markets. Without ScreenACT's funding and their ability to remain separate from the creative process, this project would not have been a success.

Brendan Sloane

### **A Comic Affair – \$10,000 Grant – Round 1, \$8,100 – Round 2**

We have just made a trip over to San Diego for Comic-con which marks the end of filming for the documentary. Our primary goal while we were over there was to follow Jon Sommariva, the local artist we've been following throughout filming. He went over to San Diego for the first time and since this was so momentous for him and his career, we thought it would be a great final part to his story.

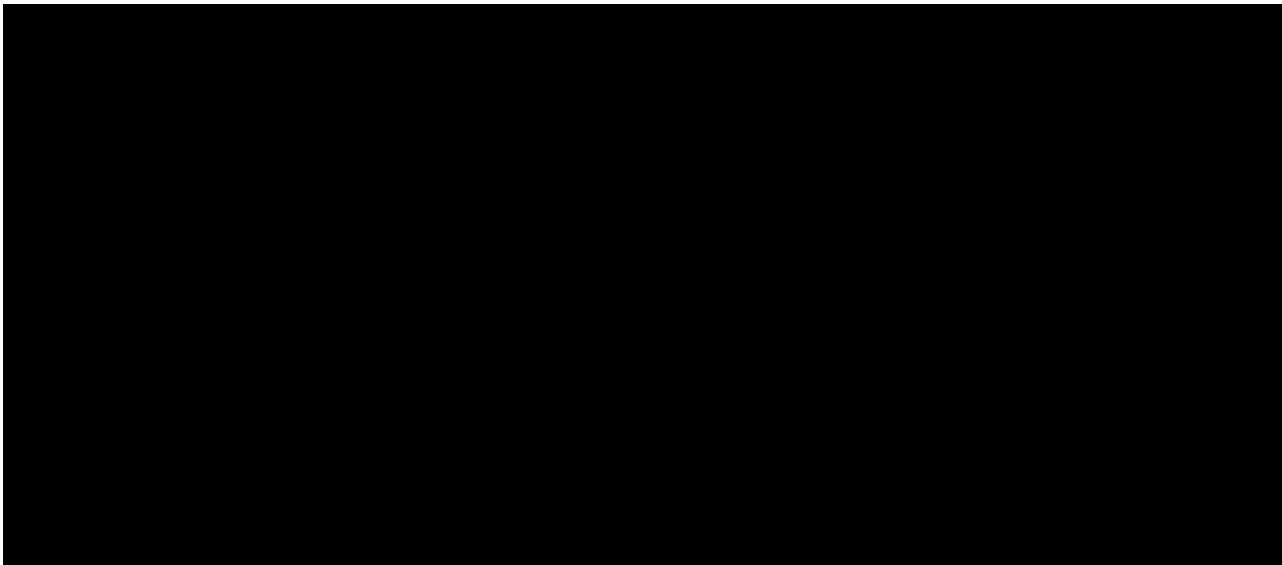


We are now into post production and are aiming to have the film completed by the end of the year. At the moment, we are logging tapes and making notes, getting a good sense of everything we have and working out the best way to put it all together. I'm aiming to have the structure outlined and on the way to a rough cut by the end of August/ beginning of September.

Ronin Films have picked A COMIC AFFAIR up for distribution.

Liz Weir

### **URF - \$10,000 Grant – Round 2**



### **Resistance - \$10,000 Grant - Round 1**

The grant enabled us to shoot our signature car chase which appears at the end of our trailer, without the assistance of the ScreenACT grant delivering the vision for Resistance would not have been possible.

We had been invited to be present the Resistance trailer as this year's Comic Con 2009 in San Diego – over 125 thousand fan-boys and fan-girls had the opportunity to view the official 2009 Resistance trailer. Resistance was well received and tagged by Galaxy Press “as the hottest thing to come out of Comic Con 2009”.

The trailer can be found at [www.resistance-themovie.com](http://www.resistance-themovie.com) and <http://www.youtube.com/watch?v=z17Pts5w3ZU>

Andrew Dillon

**ScreenACT Reporting. Six month report for July – December, 2009**

• SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:</li> <li>• Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>• Work with national and state/territory organizations to attract production as part of a wider national strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing contact with national and state organizations through:           <div style="background-color: black; width: 100%; height: 150px; margin: 5px 0;"></div> </li> <li>• Ensured Screen Australia and AusFilm are aware of ScreenACT as a resource and ACT as a destination for production</li> <li>• Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level</li> <li>• Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds</li> <li>• Became an inaugural member of the National Green Screen Committee which is dedicated to reducing environmental impact in the film/TV and digital media industries.</li> <li>• <b>Communications</b> <ul style="list-style-type: none"> <li>- Ongoing administration of ScreenACT website               <ul style="list-style-type: none"> <li>▪ including the push for populating the ScreenACT Production Directory</li> <li>▪ Added in new information sources such as past grant recipients and press releases</li> </ul> </li> <li>- Set up Facebook presence for ScreenACT</li> <li>- Monthly newsletters and alerts to website subscribers:               <ul style="list-style-type: none"> <li>▪ Subscribers at launch of new website was approximately 75 - now 390 and growing.</li> <li>▪ Increased national coverage of subscribers</li> <li>▪ Increases in requests for information to be included in</li> </ul> </li> </ul> </li> </ul>



**ScreenACT Reporting. Six month report for July – December, 2009**

	<ul style="list-style-type: none"> <li>▪ newsletter from industry sources</li> <li>▪ ScreenACT stories included on the Screen Australia website</li> <li>▪ Increased requests from Trade media to comment on national policy</li> </ul>
<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital region Production Liaison Officer.</li> <li>• Answer general location queries from various production companies, local, interstate and international. These include:             <ul style="list-style-type: none"> <li>- “Hawke” – \$2.6million TV produced by Richard Keddie (<i>Little Fish, Curtin</i>). Full-day location scout took place in July with director, producer, production designer and first assistant director. Manager did some follow up research at Old Parliament House and National Archives. The production team was very happy with the support that ScreenACT has given. External 1 day shoot took place in November.</li> </ul> </li> </ul> <div style="background-color: black; width: 100%; height: 100px; margin: 10px 0;"></div> <ul style="list-style-type: none"> <li>- Assisted various short films and TV commercials and corporate shoots with location information and assistance</li> </ul>
<ul style="list-style-type: none"> <li>• Support development of the local film, television and digital media sectors:</li> <li>• Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>• Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>• Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic</li> </ul>	<ul style="list-style-type: none"> <li>• ScreenACT Project Fund Round 3 grants scheme to assist local projects achieve business focused outcomes:             <ul style="list-style-type: none"> <li>- 39 applications received (60% increase from last round)</li> <li>- \$50,000 was available to be allocated to 5 projects</li> <li>- Successfully lobbied ACT Government for an extra \$20,000 in funding for the project fund as the standard of projects had improved.</li> <li>- 8 projects funded between \$5,000 and \$10,000 with a total potential combined production budget of \$9.75million</li> </ul> </li> </ul>

### ScreenACT Reporting. Six month report for July – December, 2009

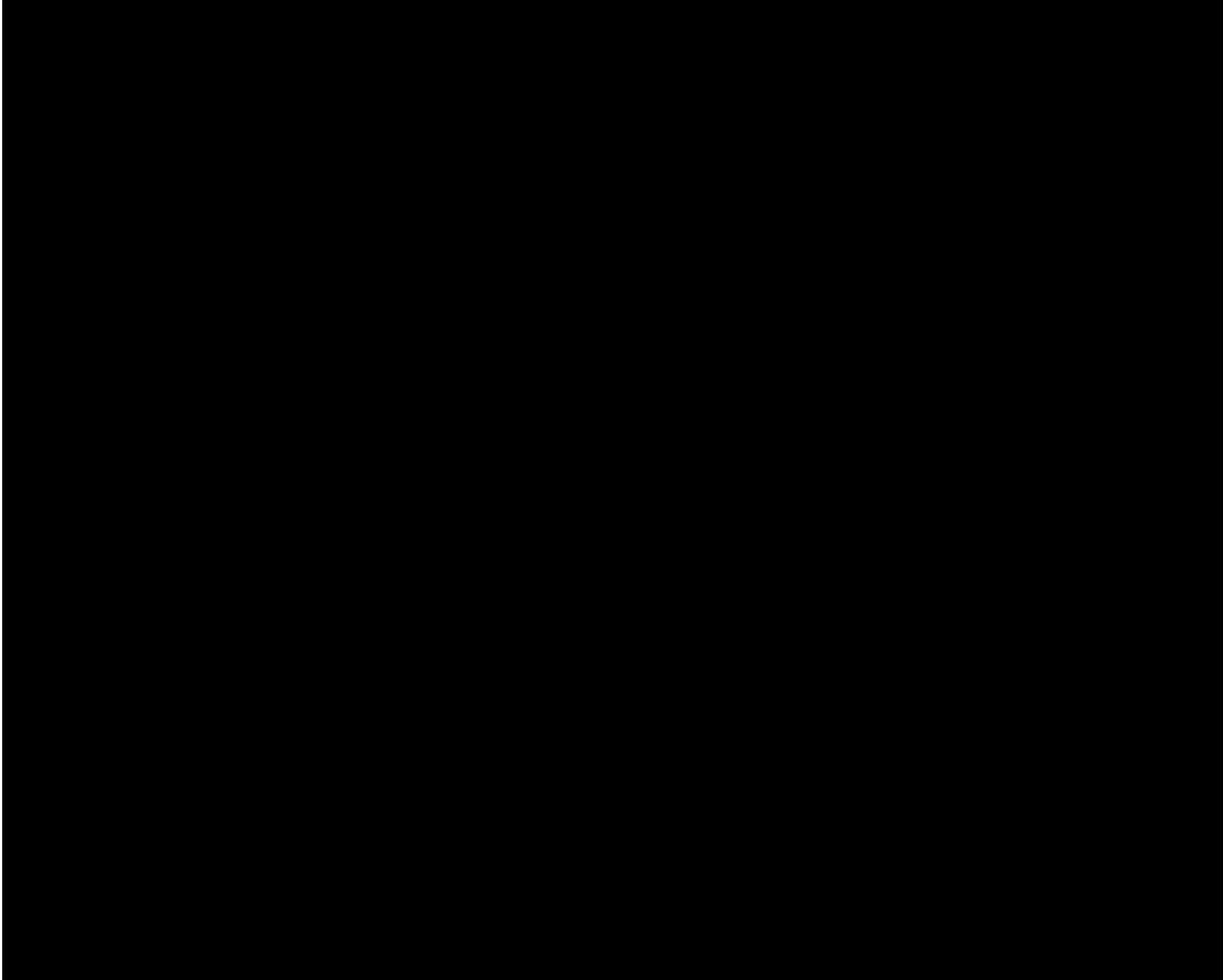
<p>development outcomes;</p> <ul style="list-style-type: none"> <li>• Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<ul style="list-style-type: none"> <li>- Over 3 funding rounds: 19 projects funded, \$178,056 allocated (which is equivalent to approx. full year's budget of ScreenACT); with a total potential combined production budget of \$14.65million.</li> <li>- See attached list and update on all projects</li> <li>- The project fund generated publicity with articles in national trade publications and several in the Canberra Times.</li> <li>- Grant funds distributed in January, 2009.</li> <li>• Supplied travel assistance for 2 practitioners to attend the Screen Producer's Association of Australia annual conference in Sydney, 2 travel grants given – one to a games programmer to attend a competition in Shanghai (which he won), one AUGIE nominee to attend the AUGIE awards in Sydney</li> <li>• Website and newsletter (see above).</li> <li>• Sat on panels for Final Year CIT film projects (4/12/09), the Academy of Interactive Entertainment Sony Scholarship and the ACT Filmmaker's Network Development Manager Position (23/11/09); judged the Canberra Short Film Festival (</li> </ul>
<ul style="list-style-type: none"> <li>• Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>• Relationship between ACT Filmmaker's Network and ScreenACT strengthened. <ul style="list-style-type: none"> <li>- Regular meetings to forge stronger ties to help increase professional standing of the ACT Filmmaker's Network as the ACT's Screen Development Authority</li> </ul> </li> <li>• Forging alliances with arts, business and financing organizations within the region and nationally.</li> <li>• A number of specialized events were held and were well attended with a total of 168 attendees: <ul style="list-style-type: none"> <li>- Children's TV workshop (19/9/09)</li> <li>- Producer Offset presentation (6/10/09)</li> <li>- ScreenACT Project Briefings x 2 <ul style="list-style-type: none"> <li>o Film and TV (14/8/09)</li> <li>o Games/Digital Media (25/8/09)</li> </ul> </li> <li>- Canberra International Film Festival presentation on producing</li> </ul> </li> </ul>

**ScreenACT Reporting. Six month report for July – December, 2009**

	<p>(1/11/09)</p> <ul style="list-style-type: none"> <li>- Australian Children's TV Foundation presentation (18/9/09)</li> <li>- ABC3 Children's TV presentation (28/9/09)</li> <li>• Provided research and assistance with Government brief for Screen Industry Production Fund – an initiative to provide a significant equity contribution to projects planning to shoot or produce in the ACT</li> <li>• Attendance at SPAA (Screen Producer's Association of Australia)</li> <li>• Investigating setting up a SPAA chapter in the ACT</li> <li>• Introduced a ScreenACT Intern program – two interns in final semester 2009 from CIT</li> <li>• Developed a draft Professional Development Strategy with input from the ACT Filmmaker's Network.             <ul style="list-style-type: none"> <li>- Presented to Screen Australia for co-funding</li> <li>- Feedback from Screen Australia is being integrated into one of the initiatives to ensure funding</li> </ul> </li> </ul>
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Canberra Business Council Limited  
Screen ACT - CC 20  
Analysis of Revenue and Expenditure

GL A/C Number	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total	Budget Full Year
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**ScreenACT Reporting. Six month report for January – June 2010**

• SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:</li> <li>• Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>• Work with national and state/territory organizations to attract production as part of a wider national strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing contact with national and state organizations through:               <div style="background-color: black; height: 20px; width: 100%; margin-top: 5px;"></div> <div style="background-color: black; height: 20px; width: 100%; margin-top: 5px;"></div> <ul style="list-style-type: none"> <li>- Met with ACT politicians to raise profile and deal with Questions on Notice – Jeremy Hanson, Brendan Smyth, Meredith Hunter, Caroline La Cotuer and Zed Sejelda</li> <li>-</li> </ul> </li> <li>• Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level.</li> <li>• Including of ScreenACT and the ACT/Capital region in UK based location guides</li> <li>• Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Successful with Project Pod funding of \$45,000</li> <li>• Participated in the National Green Screen Committee which is dedicated to reducing environmental impact in the film/TV and digital media industries and RIING which is a national committee on Indigenous film issues.</li> <li>• Attended Screen Australia Finance Meeting at AIDC.</li> <li>• <b>Communications</b> <ul style="list-style-type: none"> <li>- Ongoing administration of ScreenACT website               <ul style="list-style-type: none"> <li>▪ Developed new site</li> </ul> </li> <li>- Continued Facebook and new Twitter presence for ScreenACT</li> </ul> </li> </ul>

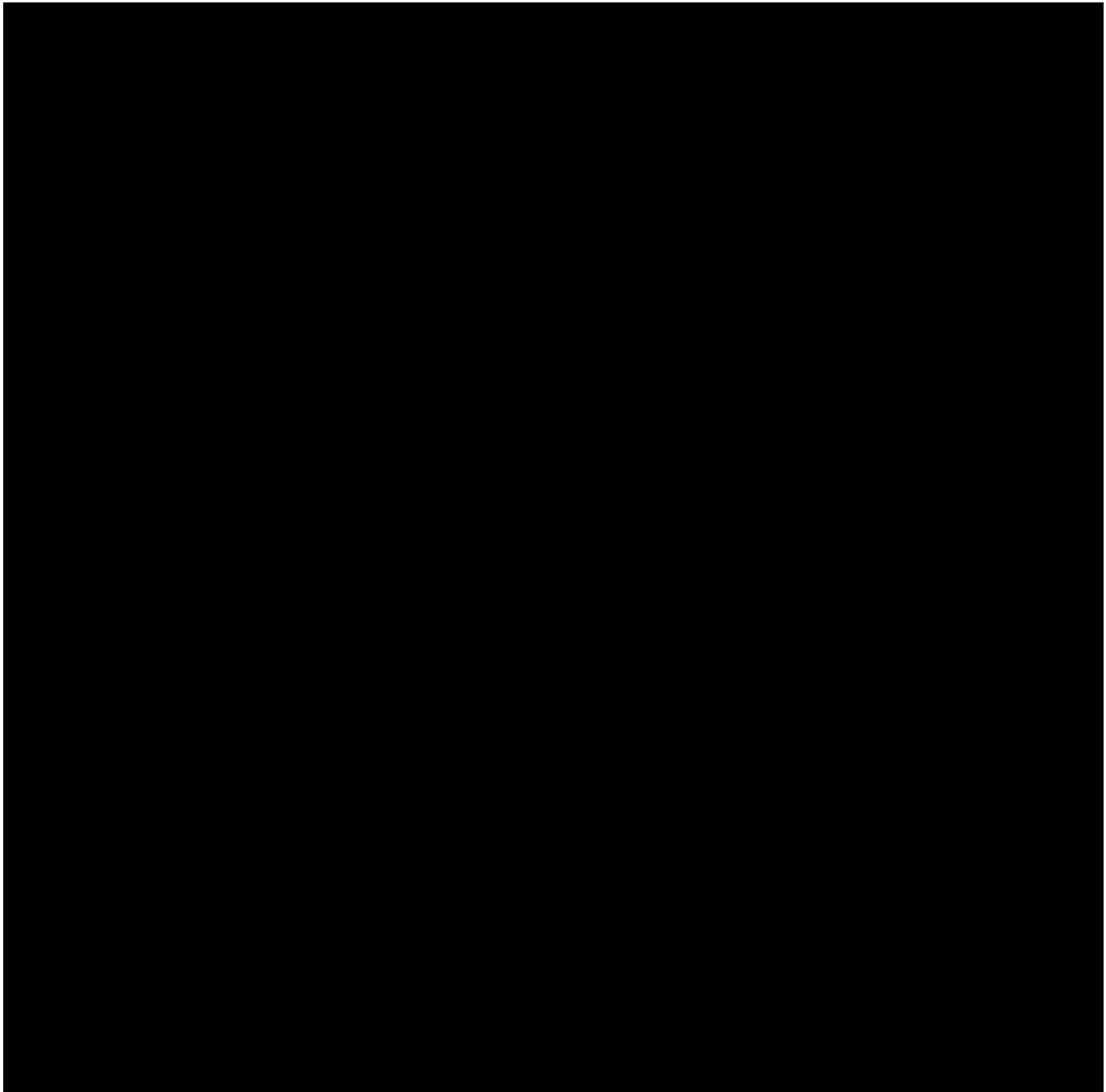
## ScreenACT Reporting. Six month report for January – June 2010

	<ul style="list-style-type: none"> <li>- Monthly newsletters and alerts to website subscribers:             <ul style="list-style-type: none"> <li>▪ Subscribers at launch of new website was approximately 75 - now 470 and growing</li> <li>▪ Increased national coverage of subscribers</li> <li>▪ Increases in requests for information to be included in newsletter from industry sources</li> <li>▪ ScreenACT stories included on the Screen Australia website</li> <li>▪ Increased requests from Trade media to comment on national policy</li> <li>▪ Article on Manager in Inside Film, covering ACT industry growth</li> <li>▪ Increased publicity and presence in local media- ABC radio, Canberra Time, The Chronicle and Canberra Weekl.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital region Production Liaison Officer.</li> <li>• Answer general location queries from various production companies, local, interstate and international. These include:             <ul style="list-style-type: none"> <li>- [REDACTED]</li> <li>- On going discussions with Andrew Dillon re Resistance Children's Sci-Fi TV series.</li> <li>- [REDACTED]</li> <li>- Assisted various short films and TV commercials and corporate shoots with location information and assistance</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Support development of the local film, television and digital media sectors:</li> <li>• Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>• Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>• Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic</li> </ul>	<p>Project Pod</p> <ul style="list-style-type: none"> <li>• Launched six month long professional development initiative</li> <li>• Received funding of \$45,000 from Screen Australia and an WIIN Enterprise Connect grant of \$50,000</li> <li>• 45 people attended first series of workshops which included practitioners from film, TV and digital media and from outside of the ACT</li> <li>• Ten projects to be picked for further development.</li> <li>• Supplied travel assistance for 2 practitioners to attend the Australian</li> </ul>



### ScreenACT Reporting. Six month report for January – June 2010

<p>development outcomes;</p> <ul style="list-style-type: none"> <li>• Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<p>Documentary Conference in Adelaide</p> <ul style="list-style-type: none"> <li>• Website and newsletter (see above).</li> <li>• Sat on panels for FAT Awards (CIT), Careers Day at Merici College</li> </ul>
<ul style="list-style-type: none"> <li>• Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>• Forging alliances with arts, business and financing organizations within the region and nationally.</li> <li>• A number of specialized events were held and were well attended with a total of 107 attendee mainly around the major initiative Project Pod (Phase 1, 2 and reboot workshop – 8 days of workshops)</li> <li>•</li> <li>• Provided research and assistance with Government brief for the Screen Australia TV report – an initiative to provide a</li> <li>• Attendance at AIDC</li> <li>• Continuing investigation setting up a SPAA chapter in the ACT</li> <li>• Continued with ScreenACT Intern program – three interns from CIT</li> </ul>





AUSTRALIAN CAPITAL TERRITORY

# SERVICES AGREEMENT

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Dated

30 July 2010

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**AND**

**CANBERRA BUSINESS COUNCIL LTD  
ABN 14 126 100 169**

## MANAGEMENT OF SCREENACT

**2010.12805.210**

Prepared by

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Ref: RF:12805

Version

Final 8 July 2010

**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwth) (**Territory**) represented by the **Chief Minister's Department**.

**CANBERRA BUSINESS COUNCIL LTD**,  
**ABN 14 126 100 169**, of 71 Constitution Ave, Campbell in the Australian Capital Territory (**Contractor**).

## BACKGROUND

- A. The Territory has undertaken a procurement process (2010.12805.110) and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

### 1. Interpretation

#### 1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

<b>ACTIA</b>	means the Australian Capital Territory Insurance Authority.
<b>APRA</b>	means the Australian Prudential Regulation Authority.
<b>Confidential Text</b>	means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in <b>Item 7 Schedule 1</b> .
<b>Contract Material</b>	means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
<b>Contract Officers</b>	means, in relation to each party, the representatives whose names and contact details are specified in <b>Item 1 Schedule 1</b> , or as notified from time to time by one party to the other.
<b>Contract Price</b>	means the amounts specified in, or calculated in accordance with, <b>Item 3 Schedule 1</b> .
<b>GST</b>	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwth).
<b>Insurance</b>	means any relevant statutory instrument relating to

**Determination** public liability insurance made under the *Financial Management Act 1996*.

**Invoice** means an invoice that:

- (1) is a valid tax invoice (if GST is payable in respect of the provision of the Services);
- (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (3) sets out details of the Services provided, and sets out or is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Prescribed Insurer** means, in relation to:

- (1) public liability insurance, an insurer that is:
  - (a) accepted by ACTIA for the purposes of the Insurance Determination,
  - (b) authorised by APRA to conduct new and renewal insurance business in Australia, or
  - (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,
 or any other insurer prescribed under the Insurance Determination from time to time; and
- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

**Procurement Act** means the *Government Procurement Act 2001* (ACT).

**Services** means the services described in **Schedule 2**.

**Special Condition** means any provision set out in **Schedule 3**.

**Specified Personnel** means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is

approved by the Territory from time to time for the purpose of **clause 7.2**.

**Term** means the term specified in **Item 2 Schedule 1**, or if extended under **clause 3.2**, the initial term and the extended term.

**Territory** means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

**Territory Information** means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;
- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

**Territory Material** means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

## 1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular

number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Agreement on more than one person binds them jointly and severally.

## 2. Services

### 2.1 Performance of Services

The Territory engages the Contractor to perform the Services in accordance with the provisions of this Agreement.

### 2.2 Care and skill

The Contractor must perform the Services to the standard of care and skill expected of a person who regularly acts in the capacity in which the Contractor is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity.

### 2.3 Equipment

The Contractor must provide all equipment in performing the Services, unless otherwise stated in this Agreement, or unless approval has been given by the Territory's Contract Officer to use specified Territory equipment.

### 2.4 Progress of Services

The Contractor must provide a written report to the Territory on the progress of the Services as requested by the Territory from time to time.

## 3. Term

### 3.1 Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

### 3.2 Extension

This Agreement may be extended by written agreement of the parties prior to the expiration of this Agreement.

## 4. Contract Price

### 4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

### 4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor.

**4.3 Deferral of payment**

The Territory may, without limiting any other right it may have, defer payment of the Contract Price payable to the Contractor until the Contractor has completed the Services to the satisfaction of the Territory.

**5. No assignment or subcontracting**

The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

**6. Ownership and use of material****6.1 Ownership of Contract Material**

Ownership of all Contract Material, including any intellectual property rights, vests on its creation in the Territory.

**6.2 Use of Contract Material**

The Contractor must ensure that:

- (1) the Contract Material is used only for the purpose of this Agreement;
- (2) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (3) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

**6.3 Moral rights**

The Contractor must in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
  - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
  - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in, or to, the public), and
  - (c) materially alter the work in any way.

**6.4 Territory Material**

Territory Material will remain the property of the Territory and the Contractor must only use that material for the purpose of providing the Services or otherwise in accordance with any conditions notified to it by the Territory.

**6.5 Contractor's material**

Material owned by the Contractor and used for the purpose of providing the Services remains the property of the Contractor and the Contractor grants to the Territory a perpetual, royalty-free licence to use the Contractor's material to the extent necessary for the Territory to obtain the full benefit of the

Services including the use of Contract Material.

**6.6 Safekeeping and preservation of material**

The Contractor must ensure the safe keeping and proper preservation of Contract Material and Territory Material in its possession or control.

**6.7 Delivery of material to Territory**

On the expiration or earlier termination of this Agreement, the Contractor must deliver to the Territory all Contract Material and Territory Material (other than copies of material that the Territory has authorised the Contractor to retain).

**6.8 Meaning of "use"**

For the purpose of clause 6, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

**7. Contractor's personnel****7.1 Suitability of personnel**

The Contractor must:

- (1) ensure the Services are performed by persons who are fit and suitable to perform the Services; and
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of the Services.

**7.2 Specified Personnel**

The Contractor must:

- (1) ensure that the Services are performed by Specified Personnel (if any); and
- (2) if Specified Personnel are unable to perform any of the Services, provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity.

**7.3 Security**

The Contractor must, if using the Territory's premises or facilities to perform the Services, comply with all security and office regulations in effect at those premises or regarding those facilities, as notified or directed by the Territory.

**7.4 Employee and industrial relations obligations**

The Contractor must, if required by the Territory, provide verification of the Contractor's compliance with its employee and industrial relations obligations for the purpose of the Procurement Act.

**8. Non-disclosure of Territory Information****8.1 Contractor must not disclose Territory Information**

Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or

- (4) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

## 8.2 Contractor to protect Territory Information

The Contractor must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

## 8.3 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwth) as if they were provisions of this Agreement; and
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

## 8.4 Contractor must notify the Territory

The Contractor must immediately notify the Territory if the Contractor becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

## 8.5 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

## 9. Non-disclosure of Confidential Text

### 9.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

### 9.2 Confidential Text

If the Agreement is a notifiable contract under the Procurement Act and Confidential Text is specified in **Item 7 Schedule 1**:

- (1) the grounds on which the text is confidential are set out in **Item 8 Schedule 1**; and
- (2) **clause 9.3** will apply.

## 9.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

## 10. Insurance and indemnity

### 10.1 Contractor's insurance

The Contractor must effect and maintain for the Term:

- (1) all insurance coverage required to be effected by it by law;
- (2) public liability insurance with coverage in the amount of not less than \$20 million (or any other amount or conditions specified in **Item 5 Schedule 1**) in respect of each claim;
- (3) professional indemnity insurance with coverage in the amount of \$10 million (or any other amount or conditions specified in **Item 5 Schedule 1**) in respect of each claim and in the annual aggregate; and
- (4) any other insurance specified in **Item 5 Schedule 1**, with a Prescribed Insurer and must produce evidence of that insurance as required by the Territory.

### 10.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

### 10.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 10.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor.

## 11. Termination

### 11.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
  - (b) is not capable of being remedied.

### 11.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
  - (a) payments under this Agreement for Services rendered before the date of termination, and
  - (b) subject to clauses 11.2(2) and 11.2(3), any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
  - (a) stop work as specified in the notice,
  - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
  - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

### 11.3 No prejudice

Nothing in this clause 11 prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

## 12. Dispute resolution

### 12.1 Negotiation of Dispute

If a difference or dispute (**Dispute**) arises in relation to this Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

### 12.2 Mediation of Dispute

If the Dispute has not been resolved pursuant to clause 12.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share equally the costs of the engagement of the mediator.

### 12.3 No prejudice

Nothing in this clause 12 will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## 13. General

### 13.1 Conflict of interest

The Contractor:

- (1) warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services and of its other obligations under this Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
  - (a) notify the Territory immediately of that conflict or risk, and
  - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### 13.2 No employment, partnership or agency relationship

- (1) Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### 13.3 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

### 13.4 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

### 13.5 Variation

This Agreement may be varied only by the written agreement of the parties prior to the expiration of this Agreement.

**13.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

**13.7 Governing law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

**13.8 Compliance with laws**

The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

**13.9 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

**13.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

**13.11 Survival of clauses**

Clauses 8, 10.2 and 10.3 will survive the expiration or earlier termination of this Agreement.

**SCHEDULE 1**

**CONTRACT DETAILS**

**Item 1. Contract Officers**  
*See clauses 1.1 and 13.9*

For the Territory:

Mr Ian Cox  
General Manager  
Business and Industry Development  
Chief Minister's Department  
GPO Box 158  
CANBERRA ACT 2601

Fax: 02 6207 0033

For the Contractor:

Ms Chris Faulks  
Chief Executive Officer  
Canberra Business Council Ltd  
PO Box 132  
CAMPBELL ACT 2612

Fax: 02 6257 4421

**Item 2. Term**  
*See clause 3*

From 1 July 2010 to 30 June 2012. The initial two year term may be extended for one (1) further period of one (1) year duration by mutual agreement of the parties in writing. The maximum term will be three (3) years.

**Item 3. Contract Price**  
*See clause 4*

- (1) Contract Price: \$407,000 (GST incl)
- (2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
\$203,500	Upon commencement of this Agreement
\$203,500	After 1 July 2011
\$203,500	After 1 July 2012 (if the Term is extended in accordance with Item 2 Schedule 1)

- (3) Except if otherwise stated in this

Agreement, the Contract Price is:

- (a) payable within 30 days of receipt by the Territory of an Invoice;
- (b) inclusive of GST and all other taxes, duties and charges; and
- (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

**Item 4 Reporting**  
See clause 2.4

The Contractor must provide to the Territory within 30 days of each of 31 December and 30 June in the Term and within 30 days after the expiration or termination of this Agreement the following:

- (a) a written report that provides a summary of the activities and outcomes achieved through the provision of the Services; and
- (b) a financial statement of the expenditure of the contract price.

**Item 5. Specified Personnel**  
See clause 7.2

Not applicable.

**Item 6. Other amounts and insurance**  
See clause 10.1

Not used.

## SCHEDULE 2

### THE SERVICES

For the purposes of the Insurance Determination, this Schedule 2 constitutes the **Activity Schedule** (as defined in the Insurance Determination).

**Item 1. Scope**

The Contractor will deliver industry and enterprise development activities to the ACT film, television and digital media sector.

**Item 2. The Services**

(1) The Contractor will provide the following Services:

- (a) attract production and investment in the film, television and digital media sectors to the region through promotion of *ScreenACT* and its jurisdiction, including:
  - (i) marketing the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region; and
  - (ii) working with national and state/territory organisations to attract production as part of a wider national strategy.
- (b) promote the Territory's strategic interests in the national creative industry development initiatives;
- (c) raise the profile of the ACT's film, television and digital media industry;
- (d) act as a conduit for channelling support to the local creative industry;
- (e) provide information and logistical support for visiting and potential productions (location liaison); and
- (f) support development of the film, television and digital media sectors in the Territory, including by:
  - (i) providing an information resource for news, events and opportunities of interest to the local screen industry/community;
  - (ii) providing opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
  - (iii) providing financial assistance towards professional development and marketing opportunities (eg market attendance) offering economic development outcomes; and
  - (iv) sponsoring key events in the ACT offering economic development outcomes for the industry for example, in terms of national exposure, opportunities for networking at a national level.

NOTE: There is no prescribed location for an outsourced *ScreenACT* office. However, access to industry and market visibility are desired outcomes.

#### 4. Critical success factor issues:

The following issues will be critical in the successful Contractor's provision of these Services relating to *ScreenACT*.

- (1) It is intended that *ScreenACT* be an economic development initiative for screen-based creative industries, and as such the Contractor is required to focus on:
  - (a) increasing the economic value of the industry;
  - (b) improving the capabilities of firms in the industry;
  - (c) supporting innovation in the industry;
  - (d) creating quality and growth in employment; and
  - (e) increasing the value of export.
- (2) The Contractor is required to provide assistance to the industry as whole and not just individual sub-sectors within the industry.
- (3) The primary purpose (and the limitations) of the role and activities of *ScreenACT* needs to be effectively communicated to the Industry by the Contractor, acknowledging support of the Territory Government.
- (4) The Contractor needs to position *ScreenACT* as the 'information source' of the industry and be able to direct industry to funding options available through government and non-government sources, including artsACT project funding grants, audience development funding through the Festivals Fund and other Government (ACT, NSW and Commonwealth) business assistance programs.
- (5) New entrants to the industry should be encouraged and supported by the Contractor.
- (6) Established businesses within the industry should be supported by initiatives that have measurable economic outcomes, employment and export growth outcomes.

### SCHEDULE 3

#### SPECIAL CONDITIONS

*See clause 13.10*

#### Item 1. Privacy of Personal Information

##### 1.1 Additional privacy obligations

The following obligations are in addition to those set out in clause 8.

##### 1.2 Employee awareness

The Contractor must ensure that any employee of the Contractor or any subcontractor, requiring access to any Personal Information held in connection with this Agreement:

- (1) makes an undertaking in writing in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the employee or subcontractor.

##### 1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cwlth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

##### 1.4 Indemnity and compensation

- (1) The Contractor indemnifies the Territory in respect of any liability, loss or expense incurred arising out of, or in connection with, a breach of the obligations of the Contractor under this Item or for a breach of the *Privacy Act 1988* (Cwlth).
- (2) In this Item "liability, loss or expense" includes any amount paid by the Territory on behalf of the Commonwealth for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which the Commonwealth would have been liable under the *Privacy Act 1988* (Cwlth) if that breach had been that of the Territory.

##### 1.5 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and
- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.6 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

DATE OF THIS AGREEMENT ..... 30 July ..... 2010

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of: ) Signature of Territory delegate

[Redacted Signature] Signature of witness ) [Redacted Signature] Print name

DAVID GYONGS Print name

SIGNED by or for and on behalf of CANBERRA BUSINESS COUNCIL LTD, ACN 14 126 100 169 in the presence of: ) Signature of Contractor or authorised officer\* \*delete whichever is not applicable (see note below)

[Redacted Signature] Signature of witness ) Glenn Keys Director Print name and position

CHRIS FAULK'S CED Print name ) Signature of second authorised officer\* \*see note below

MICHELLE MELBOURNE Print name and position DIRECTOR



- Note:
- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
  - Individual: Must be signed by the individual Contractor and witnessed.
  - Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
  - Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

**ScreenACT Reporting. Six month report for July – December 2010**

• SCOPE OF WORKS – ACTIVITY	ACTIVITY UNDERTAKEN
<ul style="list-style-type: none"> <li>• Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction:</li> <li>• Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;</li> <li>• Work with national and state/territory organizations to attract production as part of a wider national strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing contact with national and state organizations through:               <ul style="list-style-type: none"> <li>- Attendance at SPAA (16 – 20/11/10), the Screen Australia Finance Meeting (16/11/10) and Head of Agency meeting (16/11/10)</li> </ul> </li> <li>• Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on TV policy and Producer Offset</li> <li>• Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. \$60,000 from Development has been promised on presentation of a plan. Meetings with [REDACTED] setting up future financing support for short film/emerging as per Screen Development Agencies in other States.</li> <li>• Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.</li> <li>• Participated in the National Green Screen Committee which is dedicated to reducing environmental impact in the film/TV and digital media industries and RIING which is a national committee on Indigenous film issues.</li> <li>• <b>Communications</b> <ul style="list-style-type: none"> <li>- Ongoing administration of ScreenACT website                   <ul style="list-style-type: none"> <li>▪ Developed new web site</li> </ul> </li> <li>- Continued Facebook and new Twitter presence for ScreenACT</li> <li>- Monthly newsletters and alerts to website subscribers:                   <ul style="list-style-type: none"> <li>▪ Subscribers at launch of new website was approximately 75 -</li> </ul> </li> </ul> </li> </ul>

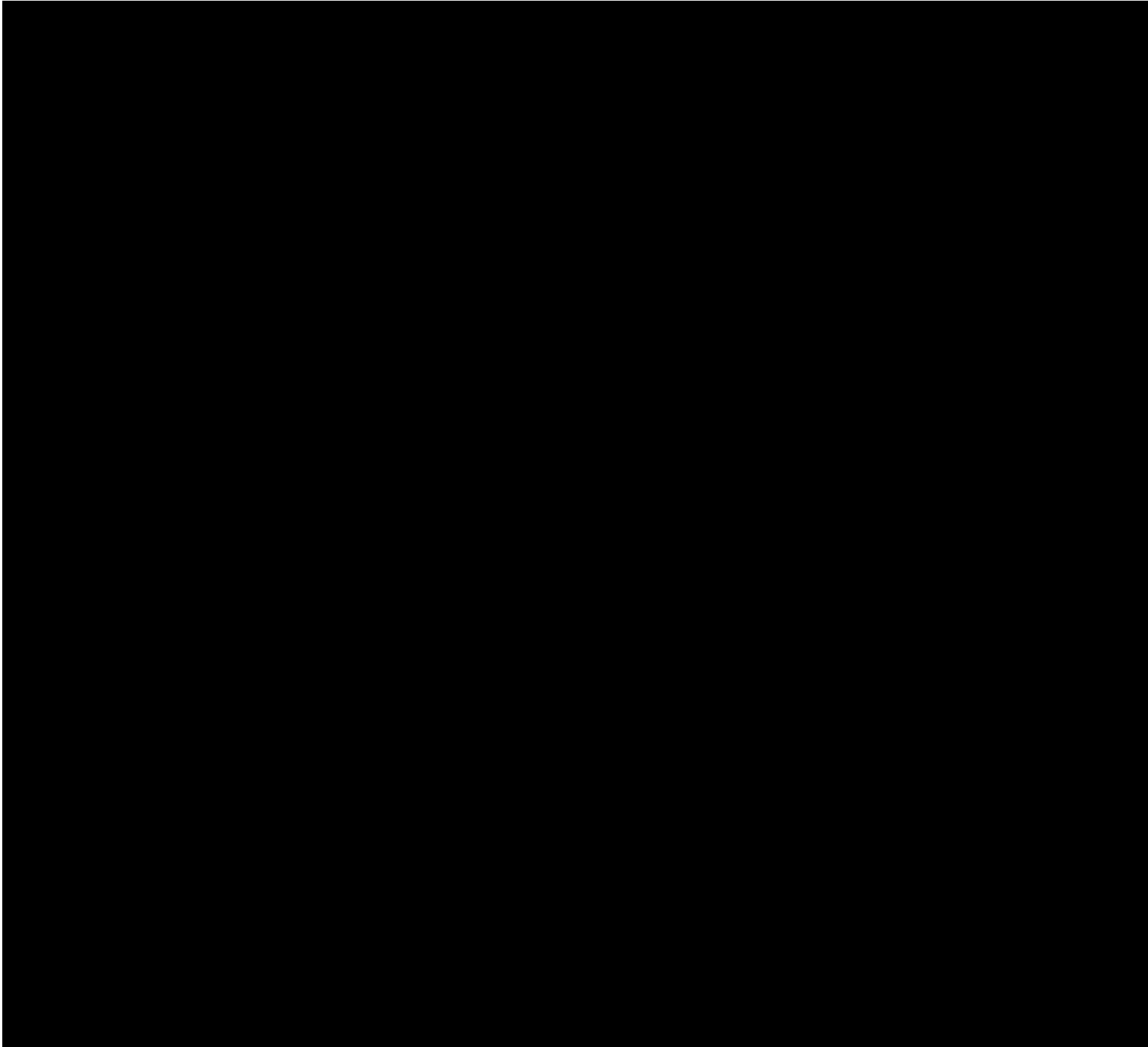
## ScreenACT Reporting. Six month report for July – December 2010

	<p>now 500 and growing</p> <ul style="list-style-type: none"> <li>▪ Increased national coverage of subscribers</li> <li>▪ Increases in requests for information to be included in newsletter from industry sources</li> <li>▪ ScreenACT stories included on the Screen Australia website</li> <li>▪ Increased requests from Trade media to comment on national policy</li> <li>▪ Increased publicity and presence in local media- ABC radio, Canberra Time, The Chronicle and Canberra Weekly.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide information and logistical support for visiting and potential productions (location liaison).</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing cooperation and consultation with NSW Capital region Production Liaison Officer. (Screen South East)</li> <li>• Tendered for Screen South East contract from ScreenNSW but was not successful.</li> <li>• Answered general location queries from various production companies, local, interstate and international. These include: <ul style="list-style-type: none"> <li>- [REDACTED]</li> <li>- On going discussions with Andrew Dillon re Resistance Children's Sci-Fi TV series.</li> <li>- Meetings with Producer of two features – Galore and Consolation of Joe Cinque</li> <li>- Assisted various short films and TV commercials and corporate shoots with location information and assistance</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Support development of the local film, television and digital media sectors:</li> <li>• Provide an information resource for news, events and opportunities of interest to the local screen industry/community;</li> <li>• Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;</li> <li>• Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;</li> </ul>	<p>Project Pod</p> <ul style="list-style-type: none"> <li>• Finalized six month long professional development initiative</li> <li>• Received funding of \$45,000 from Screen Australia and a WIIN Enterprise Connect grant of \$50,000</li> <li>• 45 people attended first series of workshops which included practitioners from film, TV and digital media and from outside of the ACT</li> <li>• Ten projects were picked for further development over four month</li> <li>• Held a presentation day on October 24<sup>th</sup> and 25<sup>th</sup> at National</li> </ul>

### ScreenACT Reporting. Six month report for July – December 2010

<ul style="list-style-type: none"> <li>Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.</li> </ul>	<p>Gallery, attended by interstate industry panel. 60 people attended the day.</p> <ul style="list-style-type: none"> <li>Four projects were picked and an extra project was selected thanks to extra grant from Australian Children's TV Foundation. A total of \$25,000 in grants given to the five projects</li> <li>Supplied travel assistance for 4 practitioners to attend SPAA in Sydney.</li> <li>Website and newsletter (see above).</li> <li>Sat on panels for CIT final projects, AIE Sony Scholarship.</li> <li>Assisted the Government with further research and information for the ACT Screen Investment Fund and its launch.</li> <li>Participated in a series of Round Table discussions on the future structure of the screen industry in the ACT. <ul style="list-style-type: none"> <li>Drafted documents prior to and in response to each Round Table discussion</li> <li>Drafted final proposal</li> <li>Drafted answers to questions on proposal</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Any other activities undertaken</li> </ul>	<ul style="list-style-type: none"> <li>Forging alliances with arts, business and financing organizations within the region and nationally.</li> <li>A number of specialized events were held and were well attended with a total of 120 attendees mainly around the major initiative Project Pod Phase 2 and Low Budget Feature Workshop</li> <li>Provided research and assistance with other agencies to Screen Australia for a joint submission on TV and on the Producer Offset</li> <li>Attendance at SPAA</li> <li>Assisted in launch of SPAA chapter in the ACT</li> <li>Continued with ScreenACT Intern program – three interns from CIT</li> <li>Conducted a Screen Industry member audi</li> </ul>

GL A/C Number    Jul-10    Aug-10    Sep-10    Oct-10    Nov-10    Dec-10    Total

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U2B

UNIVERSITY TO BUSINESS



LEWIS JONES

Executive Officer, Pro Vice-Chancellor  
(Development)



## University of Canberra engaging with the Capital Region

The University of Canberra takes seriously its role as the University of the South East Region and is constantly looking for opportunities to address and progress its educational aspirations.

In August this year, the University of Canberra, in conjunction with TAFE NSW Illawarra Institute, held a forum with speakers from across the University, TAFE, community organisations and various levels of government. The aim of the forum was for both the University and TAFE to engage in a dialogue with regional leaders on the work currently being done across the region (by the two institutions), and to look at future options that may be available for delivering education outcomes.

The forum was well-attended with guests representing key institutions including mayors and general managers from local councils, CEOs of non-profit organisations, school principals and counselors, directors of government agencies, politicians and senators.

Another forum will take place early next year, the dates, location and content will be circulated via the University website. Please feel free to contact the University for a more detailed summary of the forum and its outcomes.

### Capital Region Strategy

Recently, the University applied for funding from the Australian Government's Structural Adjustment Fund (SAF). In May 2009 the Australian Government announced that it will provide \$400 million over four years to assist universities in preparing for the new operational requirements of the demand-driven

funding system which will be introduced in 2012. The fund is intended to assist those universities serving regional or outer metropolitan areas to make changes necessary to establish longer-term financial stability and to ensure that all students have access to a high quality teaching and learning experience.

If successful in applying for the funds, the University will implement a Capital Region Strategy, which aims to promote UC's long-term viability whilst delivering much-needed tertiary education in South-East NSW. Specifically the SAF Grant will fund facilities for the delivery of education and construction of student accommodation in the region, and the addition of a UC Polytechnic institution offering sub-degree and pathways-to-degree programs in areas of professional practice where there are demonstrated skill shortages.

### Health grant to support rural clinical trial placements

Minister for Health and Ageing Nicola Roxon has announced that the University of Canberra will receive funding for three health projects which will help overcome a severe shortage of clinical placements for students. The largest grant of almost one million dollars will fund the establishment of a new rural clinical training stream at the University of Canberra. This will support new rural health components in the University's nursing, midwifery pharmacy, physiotherapy, and dietetics programs. The funds will see new staff employed at hospitals in Cooma, Goulburn, and Queanbeyan to supervise 80 new placements, including 48 placements for nursing students. ■



For further information, please contact Lewis Jones at the University of Canberra on (02) 6201 5567

GOVERNMENT TO BUSINESS

G2B



## Developing our local screen industry



L to R:  
Project Pod grant recipients, Michael Kraaz, Geraldine Martin, Marisa Martin, Phil Selby, Monica Penders (ScreenACT), Lucas Li, and Belinda Barancewicz

The ACT screen industry has been given a huge boost with the recent launch of the ACT Screen Investment Fund. The ACT Government is investing \$1.8 million over three years into the screen industry to help build sustainable local screen businesses by supporting local production and attracting screen projects to the ACT. Investment will be made into projects that have serious market attachments, meaning a broadcaster or distributor has already co-invested in a project. The ACT Government's investment will usually be the last money in.

ScreenACT has been working to build local capacity by introducing a range of screen initiatives that will help ensure local screen practitioners have the opportunity to access this funding. One of these initiatives is the recently completed Project Pod – a six month long project and professional development opportunity co-funded by Screen Australia and Enterprise Connect's Workshop Industry Intelligence and Networking program.

The purpose of Project Pod was to give local screen practitioners the opportunity to hone their narrative skills, expose them to international expertise and develop experience in pitching their projects to investors.

Monica Penders, Manager ScreenACT, said "It is really important for the local industry professionals to continue to learn and develop. Project Pod has been a great initiative that has really consolidated the local industry through shared learning, projects and networking."

Forty-five local screen practitioners attended a series of workshops led by international script consultant Stephen Cleary. Ten teams were selected to be finalists by an international panel for further development.

Each team worked with a script developer and over the next four

months to further develop their stories up to a first draft script.

"It was a learning experience for them all," Monica said. "Some of the finalists had years of experience while others were new to the business. But they all learnt what worked and what didn't. And working with a script developer was a new way of working for them all."

The industry got to experience firsthand the results of Project Pod. On 25 October the finalists presented their projects to an industry panel at the renovated National Gallery of Australia. Members of the assessment panel included representatives from Screen Australia, producers, Australian Children's Television Foundation and South Australian Film Corporation. The ten projects were a good representation of the quality and types of projects that are being developed in the ACT – documentary, feature films, TV drama and children's TV. After the presentations, the panel selected the projects that were to be awarded funding.

Originally four of the Project Pod projects were to be awarded further funding. Due to a last minute grant from the Australian Children's Television Foundation, five projects were given development funding.

### The winning projects were:

- Marisa Martin/Geraldine Martin – *The Della Morte Sisters* (animated children's TV series)
  - Lucas Li – *D'Orks* (Live action/animated children's TV)
  - Belinda Barancewicz – *And They're Off* (Feature Mockumentary)
  - Michael Kraaz – *The Great Unsigned* (Documentary)
  - Phil Selby – *Seeing Things* (Animated adult TV)
- The Presentation day ended with the launch of the ACT Chapter of Screen Producers Association of Australia (SPAA). This once again is another step in building the screen industry and putting the ACT on the Australian Film map.

ScreenACT is currently planning its next professional development program—Producer Pod. The idea behind Pod will be to grow producer capabilities in the region through workshops, mentorships and practical application of skills to projects. ScreenACT is administered by Canberra Business Council Limited with base operational funding provided by the ACT Government. ■

Project Pod participants, from left, Belinda Barancewicz (*And They're Off*), Lucas Li (*D'Orks*), ScreenACT manager Monica Penders, Michael Kraaz (*The Great Unsigned*), Geraldine and Marisa Martin (*The Della Morte Sisters*), and Phil Selby (*Seeing Things*).

Photo: MARINA NEIL



# More than a day job

For aspiring screenwriters, getting a project off the ground can take years and cost a fortune, as **Jacqueline Williams** discovers

**H**ang on to your day job for as long as possible. That's the best advice a screenwriter can receive. Monica Penders, manager of ScreenACT, says the film industry is a very demanding mistress.

"You have to get up early in the morning and work late at night," she says.

"You have to say to your boyfriend, 'Leave me alone - I love you, but don't talk to me for three weeks... I've got a deadline!'"

Stamina, dedication and a thick skin is what it takes to be a successful screenwriter, says Penders, because "for every project that gets funded, there will probably be hundreds of rejections".

She should know. Penders is also an independent film producer, among other things, and is well versed in getting projects off the ground.

One such project which comes to her mind was in 2004. She was asked to present her idea at the Holding Redlich Pitching Competition, where the winner received a trip to the Cannes International Film Festival.

Penders was one of six hopeful producers and writers pitching projects that day. They were all judged by a panel of international and local industry figures.

"I thought it was in front of a panel of seven judges," she says. "But it was a panel of seven, and 700 people in the audience."

Penders didn't win and she was devastated - but she happened to be the only one in the group who managed to get their project off the ground.

"It's something to keep in mind," she says. "This is a tough industry and just because I didn't win, didn't mean it wasn't going to work."

Penders is working to promote Canberra screenwriters in Australia and across the world, because getting established in the industry is often the hardest task. With Penders' connections and experience, she's putting those with talent in front of

executives who may hold the key to their success.

ScreenACT, with support from Screen Australia, recently announced ScreenACT's new initiative, Project Pod, which aims to increase capability and capacity in screen project development in Canberra.

"And to support a group of targeted, top projects through to market ready stage," Penders says.

Project Pod, she adds, is the first initiative of its kind in the ACT, aiming to give everybody the same opportunity for development. The first phase involved 45 people who participated in six days of intensive workshops with international script consultant Stephen Cleary.

*Stamina, dedication and a thick skin is what it takes to be a successful screenwriter... for every project that gets funded, there will probably be hundreds of rejections.*

Ten projects were then selected for the second phase, where the group of established and emerging practitioners gained further project development support. The group developed a range of ideas in different categories from feature films to animation, children's television and documentary film.

"The top 10 got the opportunity to work one on one with a script developer, which is vital and very

expensive," Penders says. "It means that these top 10 projects went from being a concept to a first script draft." After a presentation at the National Gallery of Australia, the final 10 were culled to five, each of them granted \$5000.

"All up it was a very successful six months of work," Penders says.

From the early stages of Project Pod through to the final five, all those who were involved developed skills in narrative and story development, pitching and presentation skills and producing.

Apart from the \$5000 grant, it was the networking opportunities that project "padders" received with interstate industry professionals and Screen Australia representatives that proved most beneficial.

"The fantastic thing about Canberra is we've got incredibly creative people, but everybody needs some help to get started," Penders says.

"There's huge range of talent too... producers who have a lot of credits and those that have never made a project or film before."

Penders says the Australian Television Foundation is showing a keen interest in one of the top five - mother and daughter duo Geraldine Martin, a screenwriter, and Marisa Martin, an animator.

Their project, *The Della Morte Sisters*, is a Gothic punk animated series for children's television.

"We love our project and believe in our product and our characters, and I think that shines through," Marisa says.

"We've spent the last few months developing our characters and their world with our developer."

\$5000 will enable the pair to continue work with their developer, Shane McNeil, and travel to Sydney to pitch their ideas to the ABC, at the same time making industry connections.

McNeil was overwhelmed by *The Della Morte Sisters* concept, to the extent that he's working at getting the women extra funding.

Penders says, "The problem is the projects take so

long to develop. I did a feature film and it took 10 years to develop, and that was as a producer. When you're doing it, if that's all you're doing, there is no income."

Penders says while the occasional grant is always helpful, it's still a very expensive industry.

"Even if you get a \$50,000 grant, that's only one year of living."

"Most scripts from concept to production ready, if everything lines up, can take three to four years."

"So \$50,000 is not a lot and to get a \$50,000 grant is very difficult."

If anyone asks Penders about the prospect of a career in producing and screenwriting, she tells them to be very good at something else so they can supplement it.

Phil Selby is an advertising copywriter by day, but an aspiring screenwriter by night.

Selby was also awarded \$5000 for making the Project Pod final five. *Seeing Things* is an animated

adult supernatural television series, which Selby developed during Project Pod. "It's a comedy about a paranormal investigator and his cameraman who work at a crappy television channel and produce a very low-budget TV program on the supernatural," Selby says.

Selby had achieved success in the screenwriting industry before *Seeing Things*.

"I was able to sell a pilot script to Fox in Los Angeles," he says.

"I learned from that one what they like and what they don't like."

Penders says it's important to involve broadcasters and financiers early on in the production process, "because you don't want to develop something so down the track that they're like, yeah, that would have been a great idea if you'd done this".

This was her reasoning behind involving a number of script developers early on in Project Pod.

"You need to have that outside influence," Penders

says. "These people have to think beyond Canberra and beyond Australia." Belinda Barancewicz's feature mockumentary *And They're Off* follows field fashions in country racing.

It details its characters' journeys as they discover their own identities, but aims to be light, fun and humorous.

"It's like a self-esteem story where it's better to find worth in yourself than to look at the outside," Barancewicz says.

"One of my friends entered *Fashions on the Field* and spent thousands of dollars on her dress, which she lost, and was devastated."

"I thought at the time, there might be a film in this."

Barancewicz brought the idea to Project Pod and with the \$5000 grant she was awarded, she aims to find an experienced feature film producer to develop *And They're Off*.

"I have meetings set up in Sydney," she says.

"There's a lot of interest for it already."

She hopes to set *And They're Off* in country ACT and surrounding areas and already has three racecourses in mind.

Project Pod granted her access to industry professionals who gave her feedback on the international appeal of *And They're Off*.

"Think local, go global," she says is her goal.

After Project Pod, Lucas Li finally felt like he belonged in the screen industry. His project *D'Orks*, a children's television series, is about characters stranded in reality.

It's the first time Li has received development funding and it was only because of extra cash donated by the Australian Children's Television Foundation that he was given \$5000 to develop *D'Orks*.

Penders says, "Project Pod has opened everybody's eyes to the professional level that's required".

"And the ACT Government has realised the screen industry in ACT is vibrant."

The ACT Government recently announced \$1.8 million to establish a three-year fund to finance local productions. Penders says it's a "huge boost for the ACT screen industry".

She says initiatives such as Project Pod and government funding are ultimately building a viable and sustainable screen industry in the ACT.



Mother and daughter duo Geraldine and Marisa Martin's project, *The Della Morte Sisters*, is a Gothic punk animated series for children's television.



Six monthly report – January – June 2011

## REQUIREMENT 1

- Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction;
- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
- Work with national and state/territory organizations to attract production as part of a wider national strategy.

## ACTIVITY

- Ongoing contact with national and state organizations through:

- Attendance at AIDC (1-4/3/11), the Screen Australia Finance Meeting (3/3/11) and Head of Agency meeting (3/3/10)

- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. \$45,000 promised but not received from Screen Australia. Continued discussion on further support.
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.
- Attendance at Cannes, France (11 – 15/5/11) to market the ACT Screen Investment Fund and meet with producers.

## Communications

Ongoing administration of ScreenACT website

- Introduced new look logo and collateral
- Continued updating and redeveloping of new website

Continued Facebook and new Twitter presence for ScreenACT

Monthly newsletters and alerts to website subscribers:

- Subscribers at launch of new website was approximately 75 - now 550 and growing
- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Time, The Chronicle and Canberra Weekly.

## REQUIREMENT 2

- Provide information and logistical support for visiting and potential productions (location liaison).

## ACTIVITY

Answered general location queries from various production companies, local, interstate and international. These include:

- *Harvest* – a Singapore/Australian coproduction to shoot around Lake George (\$9million budget)
- Meetings with Producer of two features – *Galore* and *Consolation of Joe Cinque*

- *Please Explain* – a feature
- Assisted various short films and TV commercials and corporate shoots with location information and assistance

### REQUIREMENT 3

- Support development of the local film, television and digital media sectors:
- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
- Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;
- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

### ACTIVITY

#### Pods

- Ran DocoPod in conjunction with AFTRS ( 11-14/2/11)
- 15 attendees (maximum number) and was very well received.
- Two top projects given AIDC registrations
- Developed Producer Pod, following on from the successful Project Pod which will run in July 2011.

#### Development Round

- Ran a development funding round
- 42 applications received
- 9 funded ranging from features, reality TV, documentary and digital games
- Mainly emerging filmmakers with 2 professional level
- Lobbied for and received an extra \$10,000 from ACT Government
- Total of \$60,000 given out in grants in this round.

### OTHER ACTIVITY

- Website and newsletter (see above).
- Sat on panels for CIT final projects, AIE Sony Scholarship.
- Assisted the Government with the ACT Screen Investment Fund and attended the first and second assessment committee meetings.

#### Strategic Planning

- Following on from the round table discussions, held a strategic planning session
- Attended by 15 industry experts covering education, government, film, digital media and TV
- Facilitated by pro-bono facilitator [REDACTED] sourced by ABAF
- Wrote up strategic plan and developed executive summary and full budgets to be submitted to ACT Government and Screen Australia for further funding.
- Forging alliances with arts, business and financing organizations within the region and nationally.
- Provided research and assistance with other agencies to Screen Australia for a joint submission on TV and on the Producer Offset
- Attendance at SPAA
- Assisted in launch of SPAA chapter in the ACT
- Continued with ScreenACT Intern program – two interns from CIT and sourcing one from University of Canberra, due to start in next financial year.



Six monthly report – June - December 2011



## REQUIREMENT 1

- Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction;
- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
- Work with national and state/territory organizations to attract production as part of a wider national strategy.

## ACTIVITY

- Ongoing contact with national and state organizations through:

- Attendance at Screen Producers Association of Australia annual conference in Sydney from 11 – 14<sup>th</sup> November, 2011 and associated State Agency and Screen Australia forums.
- Multiple meetings with State Agency Heads ( [REDACTED] )
- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. \$45,000 received for Producer Pod program Screen Australia. Continued discussion on further support.
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.
- Attendance at AFM in Los Angeles (November 5<sup>th</sup>, 2011) to market the ACT Screen Investment Fund and meet with producers.

## Communications

Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Introduction of ACT Crew Finder – production database

Continued Facebook and new Twitter presence for ScreenACT

Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Time, The Chronicle and Canberra Weekly.

## REQUIREMENT 2

- Provide information and logistical support for visiting and potential productions (location liaison).

## ACTIVITY

Answered general location queries from various production companies, local, interstate and international. These include:

- [REDACTED]
- Assisted various short films and TV commercials and corporate shoots with location information and assistance
- Held a locations meeting with local location representatives with the view for streamlining permissions and processes

### REQUIREMENT 3

- Support development of the local film, television and digital media sectors:
- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
- Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;
- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

### ACTIVITY

#### Producer Pod

- Ran Producer Pod (8 – 11<sup>th</sup> July and 22 – 24<sup>th</sup> July)
- 18 different speakers including interstate and overseas speakers
- 37 participants
- Co-funded by Screen Australia
- Ran Film Stream, facilitated by international script consultant Stephen Cleary (24 – 26<sup>th</sup> August) 28 participants and TV Stream facilitated by TV producer Gus Howard (25 – 27<sup>th</sup> November) 24 participants

#### Broadcaster meetings

- Met with commissioning editors of various broadcasters in Sydney from 17 – 19<sup>th</sup> August re ACT Screen Investment fund co funding documentaries.

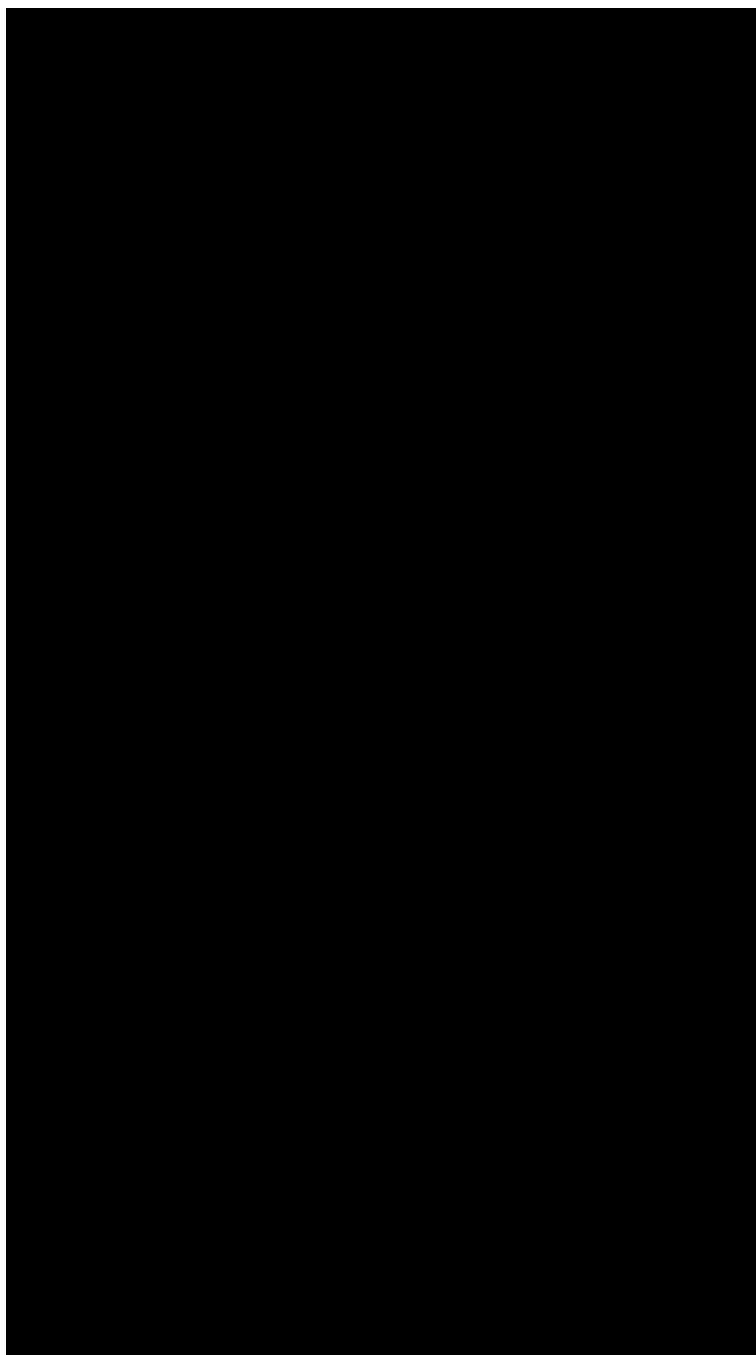
### OTHER ACTIVITY

- Website and newsletter (see above).
- Assisted the Government with the ACT Screen Investment Fund and attended assessment meetings
- Assisted producers with applications for ACT Screen Investment Fund
- Strategic plan and developed executive summary and full budgets were submitted to ACT Government and Screen Australia for further funding.
- Attendance at SPAA
- Assisted in launch of SPAA chapter in the ACT
- Continued with ScreenACT Intern program – one from University of Canberra

**BUDGET/EXPENDITURE**

## A NOTE RE THE NEW FORMAT

As ScreenACT continues to grow, there are now 8 different sources of income for the initiative. The following budget acquittal deals with the Economic Development expenditure only. Examples of how this funding has been leveraged include \$45,000 grant from Screen Australia for Producer Pod, over \$20,000 in participant fees for the same project and other sundry income to run programs.



<sup>71</sup>  
*Delivered by  
Canberra Business  
Council*



Six monthly report – January - June 2012



## REQUIREMENT 1

- Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction;
- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
- Work with national and state/territory organizations to attract production as part of a wider national strategy.

## ACTIVITY

- Ongoing contact with national and state organizations through:

- Attendance at AIDC in Adelaide 7/2 – 1/3/12

- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Continued discussion on further support. Meeting with [REDACTED] re implementation of strategic plan. Agreement to cofund fund Low Budget feature Pod and Anthology Feature (minimum of \$90,000 for the two projects).
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.

## Communications

Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Introduction of ACT Crew Finder – production database
- Introduction of Production Attachment Register

Continued Facebook and new Twitter presence for ScreenACT

Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Time, The Chronicle and Canberra Weekly.

## REQUIREMENT 2

- Provide information and logistical support for visiting and potential productions (location liaison).

## ACTIVITY

Answered general location queries from various production companies, local, interstate and international. The number of calls have increased dramatically since the introduction of the ACT Screen Investment Fund.

A part time locations manager has joined ScreenACT to deliver this service. Visiting producers receive photos in advance of arrival and half a day free location scouting in the region.

Assisted various short films and TV commercials and corporate shoots with location information and assistance.

### REQUIREMENT 3

- Support development of the local film, television and digital media sectors;
- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
- Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;
- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

### ACTIVITY

ScreenACT delivered an increased number of events in this reporting period

#### Horror Pod

- facilitated by international script consultant Stephen Cleary (5 – 7 February)
- 14 participants

#### Doco Pod

- Facilitated by documentarian Rob Nugent
- 7 participants
- Included field trips and practical documentary shoot

#### Melbourne International Film Festival Info Session

- 32 participants attended

#### A-Z Budgeting

- Facilitated by experienced line producer Sandra Alexandra from Sydney
- 17 participants
- Learning about the Screen Australia budgeting process

#### ScreenACT Expo

- The inaugural event which will be held annually
- Outlined the activity for the next year
- 92 attendees

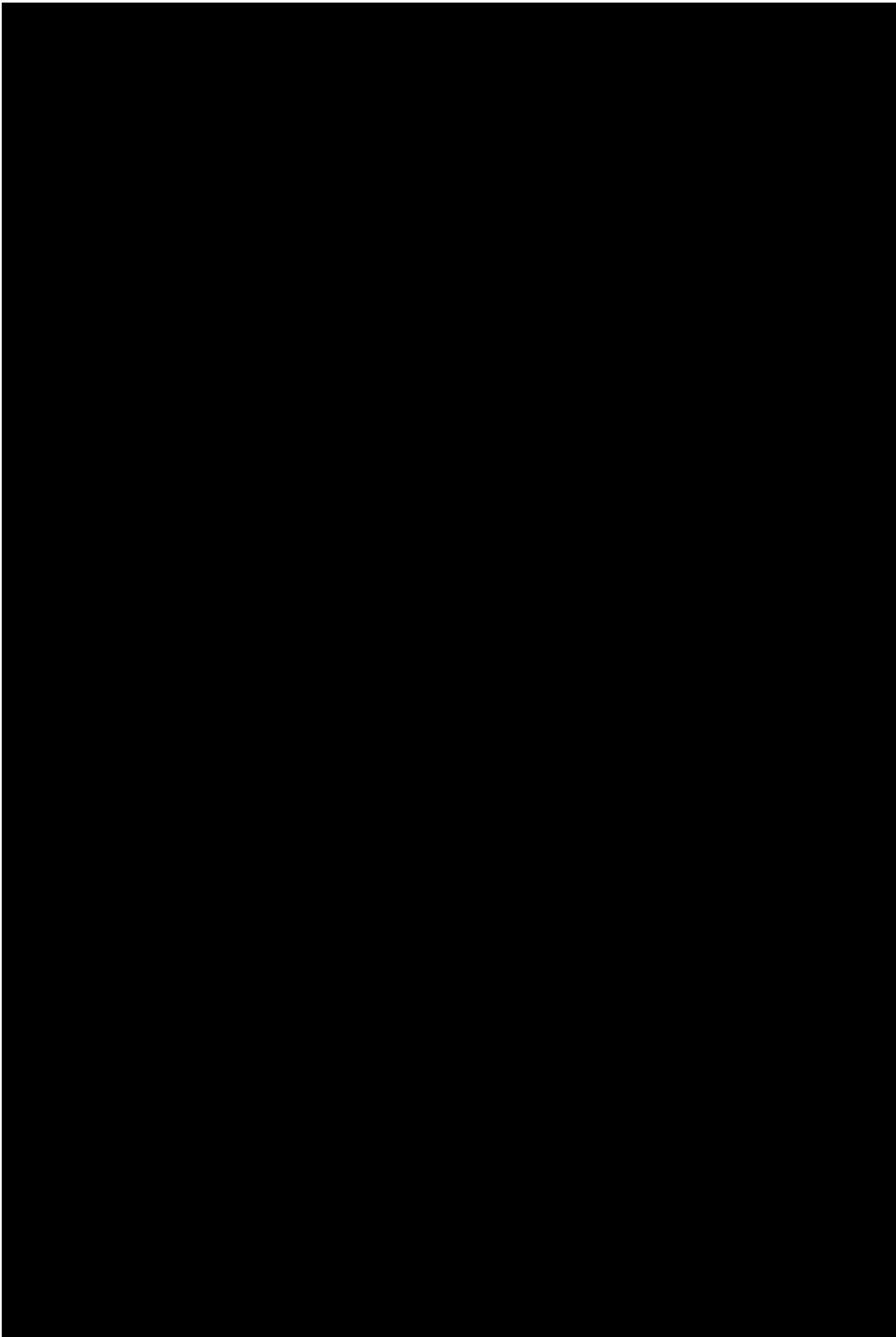
### OTHER ACTIVITY

- Website and newsletter (see above).
- Assisted the Government with the ACT Screen Investment Fund and attended assessment meetings
- Assisted producers with applications for ACT Screen Investment Fund
- Assisted in launch of SPAA chapter in the ACT
- Continued with ScreenACT Intern program – one from University of Canberra
- Developed Low Budget Feature Pod which is to be delivered in July 2012. Applied for cofunding from Screen Australia of \$45,000
- Developed Anthology Feature Pod to be delivered in November 2012. Applied for cofunding

**BUDGET/EXPENDITURE**

A NOTE RE THE NEW FORMAT

As ScreenACT continues to grow, there are now 8 different sources of income for the initiative. The following budget acquittal deals with the Economic Development expenditure only.



**VARIATION TO THE CANBERRA BUSINESS COUNCIL/ ACT  
GOVERNMENT SERVICES AGREEMENT FOR THE MANAGEMENT OF  
SCREENACT**

**PARTIES:**

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth)* (**Territory**) represented by the Economic Development Directorate.

**AND:**

**CANBERRA BUSINESS COUNCIL LIMITED**, ABN 14 126 100 169 of 216 Northbourne Avenue, Braddon in the State of Australian Capital Territory (**Contractor**).

**DATE OF AGREEMENT:** 30 July 2010.

**WHEREAS:**

- A.** The Territory and the Contractor signed a Services Agreement (“Agreement”) on 30 July 2010 in relation to the provision of funding for the management of ScreenACT.
- B.** Clause 3.2 provides for the Agreement to be extended by written agreement of the parties prior to its expiration.

The parties have agreed to extend the Term of the Agreement in accordance with the terms of this Variation Agreement.

- D.** Clause 13.5 provides for the Agreement to be varied by written agreement of the parties prior to its expiration.

The parties have agreed to vary the Contract Price in accordance with the terms of this Variation Agreement; and

the parties have agreed to vary the Services in accordance with the terms of this Variation Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

1. The following provision in Schedule 1 of the Agreement is amended so as to vary the Contract Officer details.

**Item 1. Contract Officers**

For the Territory:

Mr Ian Cox  
 Executive Director  
 Business Development  
 Economic Development Directorate  
 GPO Box 158  
 CANBERRA ACT 2601  
 Fax 02 6207 0033

For the Contractor:

Ms Chris Faulks  
 Chief Executive Officer  
 Canberra Business Council Ltd  
 PO Box 234  
 CAMPBELL ACT 2612  
 Fax 02 6257 4421

2. The following provision in Schedule 1 of the Agreement is amended so as to extend the Term.

**Item 2. Term**

From 1 July 2010 to 30 June 2013

3. The following provision in Schedule 1 of the Agreement is amended so as to vary the Contract Price.

**Item 3. Contract Price**

- (1) Contract Price: \$720,500 (GST incl)
- (2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
\$203,500	Upon commencement of this Agreement
\$203,500	After 1 July 2011
\$313,500	After 1 July 2012

4. The following provision in Schedule 2 of the Agreement is amended so as to vary the Services.

**Item 2. The Services**

- (1) The Contractor will provide the following Services:
- (a) attract production and investment in the film, television and digital media sectors to the region through promotion of *ScreenACT* and its jurisdiction, including:
    - (i) marketing the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region; and
    - (ii) working with national and state/territory organisations to attract production as part of a wider national strategy.
  - (b) promote the Territory's strategic interests in the national creative industry development initiatives;
  - (c) raise the profile of the ACT's film, television and digital media industry;
  - (d) act as a conduit for channelling support to the local creative industry;
  - (e) provide information and logistical support for visiting and potential productions (location liaison); and
  - (f) support development of the film, television and digital media sectors in the Territory, including by:
    - (i) providing an information resource for news, events and opportunities of interest to the local screen industry/community;
    - (ii) providing opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
    - (iii) providing financial assistance towards professional development and marketing opportunities (eg market attendance) offering economic development outcomes; and
    - (iv) sponsoring key events in the ACT offering economic development outcomes for the industry for example, in terms of national exposure, opportunities for networking at a national level.
  - (g) provide initial screening and technical advice to applicants for the ACT Screen Investment Fund.
  - (h) assist the ACT Screen Investment Fund with technical and other information about the industry.
  - (i) provide development funding in order to facilitate the development of a pipeline of projects eligible for ACT Screen Investment Funding.
  - (j) leverage complementary third party support to implement development activities for the screen sector.

**SIGNED AS A VARIATION TO THE SERVICES AGREEMENT ON**  
15 June 2012

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** )  
by )

*IAN COX*

.....  
PRINT FULL NAME

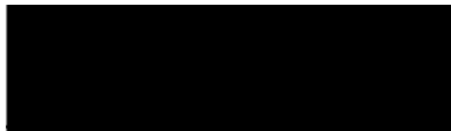
in the presence of:

.....  


.....  
Signature of Witness /

*DANIEL GYONG*

.....  
Name of Witness



.....  
Signature of Territory Delegate

**SIGNED** for and on behalf of )  
**CANBERRA BUSINESS COUNCIL** )  
**LIMITED ABN 14 126 100 169** )

*B. HOFF*

.....  
PRINT FULL NAME

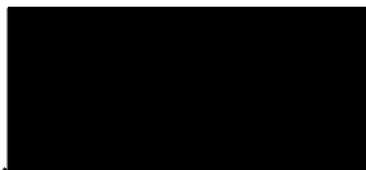
in the presence of:

.....  


.....  
Signature of Witness

*TIFFANY WALLACE*

.....  
Name of Witness



.....  
Signature of Contractor/Authorised Person



Six monthly report July – December 2012

## REQUIREMENT 1

- Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction;
- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
- Work with national and state/territory organizations to attract production as part of a wider national strategy.

## ACTIVITY

- Ongoing contact with national and state organizations through:

- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Continued discussion on further support. Meeting with [REDACTED] re implementation of strategic plan. Agreement to cofund fund Low Budget feature Pod and Anthology Feature (minimum of \$90,000 for the two projects).
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.

## Communications

Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Updating of ACT Crew Finder – production database
- Updating of Production Attachment Register
- Introduction of Production Seeking Crew Register

Continued Facebook and Twitter presence for ScreenACT

Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Time, The Chronicle and Canberra Weekly.

## REQUIREMENT 2

- Provide information and logistical support for visiting and potential productions (location liaison).

## ACTIVITY

Answered general location queries from various production companies, local, interstate and international. The number of calls have increased dramatically since the introduction of the ACT Screen Investment Fund.

A part time locations manager has joined ScreenACT to deliver this service. Visiting producers receive photos in advance of arrival and half a day free location scouting in the region.

Specifically dealt with the producers of The Code who have applied and been successful with the Fund. Followed up with [REDACTED] and various other features and TV series producers who have shown interest in the Fund and shooting in the ACT.

First feature film through the ACT Screen Investment Fund, Galore, shot at the end of December. Provided on the ground support with crew and other issues.

Assisted various short films and TV commercials and corporate shoots with location information and assistance.

### REQUIREMENT 3

- Support development of the local film, television and digital media sectors;
- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
- Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;
- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

### ACTIVITY

ScreenACT delivered an increased number of events in this reporting period. Included in this list are those that are part financed by artsACT to give EDD an overview of everything that ScreenACT is doing for the screen sector.

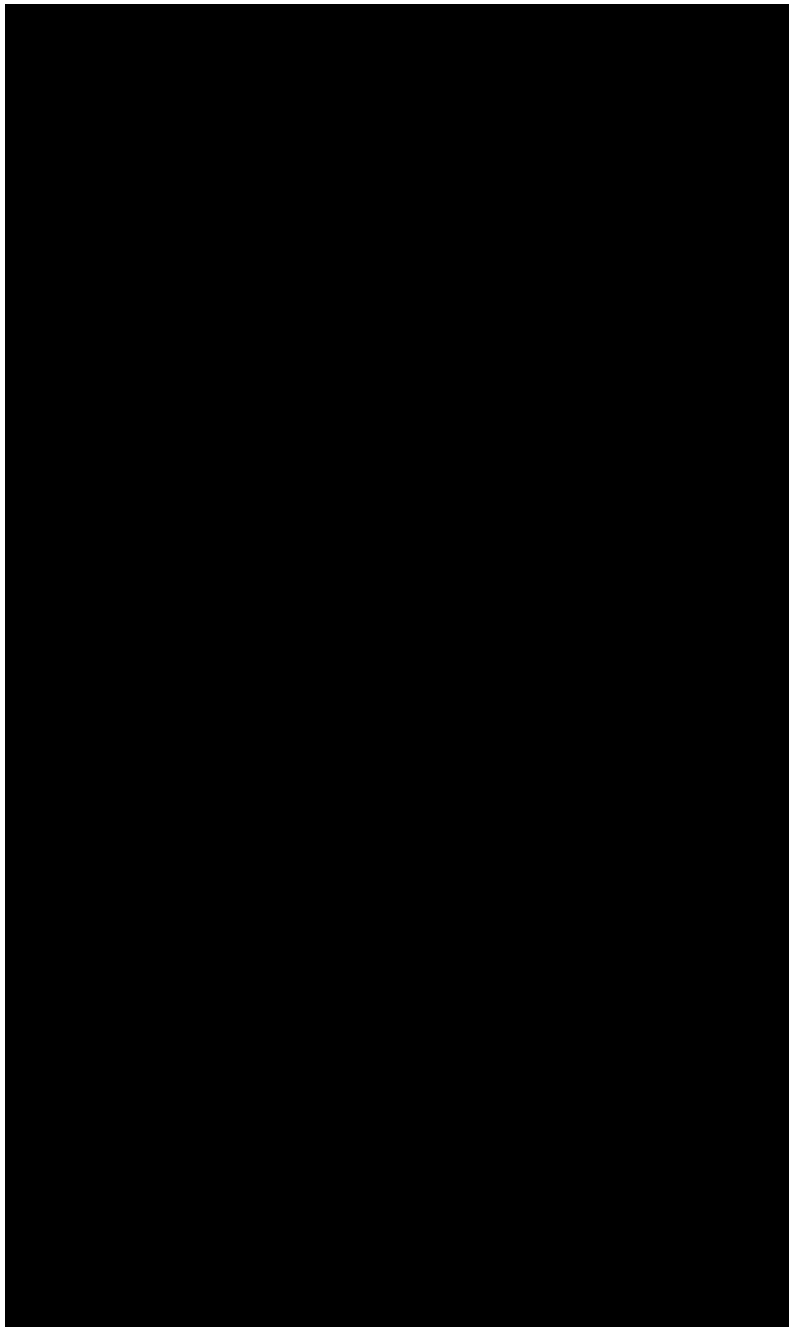
ACTIVITY	DATES	PARTICIPANT NUMBER
Script Reading Service	Ongoing	10
Low Budget Feature Pod (7 days)	- 9/7/12 and 27 - 29/7/12	42
Andrew Pike on Distribution 1	4/8/2012	17
Screen Australia Roadshow Seminar	- 22/8/2012	45
Lindsay Adams Compositor Seminar	4/9/2012	36
Andrew Pike Seminar on Distribution 2	8/9/2012	14
Alex Sangston Seminar on the Producer Offset	12/9/2012	36
Take 1 Workshops: Editing AND Sound	15/9/2012	19
Sound Take 1: Making Sweet Sounds	16/9/2012	4
ScreenACT - artsACT Screen Fund info session	2/10/2012	17
Anthology Feature Pod	Sat 20th - Sun 21st October & Sat 3rd - Sun 4th November	24
Low Budget Feature Presentation Evening	6/11/2012	60

Andrew Pike Lecture on Distribution 3	26/11/2012	14
SASI Insurance	Ongoing	53
SASI Membership	Ongoing	109

#### OTHER ACTIVITY

- Website and newsletter (see above).
- Assisted the Government with the ACT Screen Investment Fund and attended assessment meetings
- Assisted producers with applications for ACT Screen Investment Fund
- Assisted with SPAA chapter in the ACT

BUDGET/EXPENDITURE





**CANBERRA  
BUSINESS COUNCIL**

15<sup>th</sup> April, 2014

**Mr David George**  
Senior Manager, Business Innovation  
Economic Development Directorate  
ACT Government  
GPO Box 158  
Canberra ACT 2601

**Principal Members**

ActewAGL

Actew WATER

BlueParklets

Brookfield Multiplex Services

Canberra International Airport

CanPina Communications Pty  
Limited

Castle

CRE@VE

Custom Security Services

ElRe Sound & Lighting

Ernst & Young

eWAY

Hindmarsh

ISIS

KPMG

Master Builders Association (ACT)

National Australia Bank Limited

PriewaterhouseCoopers

Staging Connections (ACT)

The Village Building Co.

Toshiba (Australia) Pty Ltd.

TransACT Capital Communications

Westpac Banking Corporation

Dear David,

Please find attached a report for ScreenACT for the period of January 2013 to June 2013.

Some of the highlights from this report include:

- Anthology POD – the continued development of ten filmmaking teams that will produce ten short films as part of an anthology feature film 'Locks of Love'
- Trade Mission to Cannes – Nine participants from 8 different companies attended the Marche du Film in France under ScreenACT guidance
- Professional development workshops with leading film industry exponents that included Director Geoffrey Wright, Producer/Developer Stephen Cleary and Writer/Comedian Tim Ferguson

Thank you for your continued support of the ScreenACT Project.

Yours sincerely,

**CHRIS FAULKES**  
CEO, Canberra Business Council

**MONICA PENDERS**  
Director, ScreenACT

☎ 14 126 100 169  
☎ 02 6247 4199  
☎ 02 6257 4421

Canberra Business Council Ltd  
Nouvelle House  
Ground Floor  
216 Northbourne Ave  
Campbell ACT 2612  
PO Box 234 Campbell ACT 2612

info@canberrabusinesscouncil.com.au  
www.canberrabusinesscouncil.com.au

Affiliated with



*Delivered by  
Canberra Business  
Council*



Six monthly report Jan -- June 2013



**REQUIREMENT 1**

- Attract production and investment in the film, television and digital media sectors to the region through promotion of the office and its jurisdiction;
- Market the office to position it as the central point of contact for screen industry activity and inquiries in the ACT and Capital Region;
- Work with national and state/territory organizations to attract production as part of a wider national strategy.

**ACTIVITY**

- Ongoing contact with national and state organizations through:

- Meeting with Screen Development Agency contacts to ascertain if we can join this organization.
- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Continued discussion on further support.
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.

**Communications**

## Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Updating of ACT Crew Finder – production database
- Introduction of an actor register
- Updating of Production Attachment Register
- Introduction of Production Seeking Crew Register

## Continued Facebook and Twitter presence for ScreenACT

## Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Times, The Chronicle and Canberra Weekly.

**REQUIREMENT 2**

- Provide information and logistical support for visiting and potential productions (location liaison).

**ACTIVITY**

Answered general location queries from various production companies, local, interstate and international. The number of calls has increased dramatically since the introduction of the ACT Screen Investment Fund.

Christian Doran joined ScreenACT on a full time basis in April and has ramped up our offering in this area. In preparation of the CODE, the largest ABC drama TV series, coming to town in the second half of 2013 the locations role is more important than ever.

ScreenACT also assisted various short films and TV commercials and corporate shoots with location information and assistance.

#### REQUIREMENTS

- Support development of the local film, television and digital media sectors;
- Provide an information resource for news, events and opportunities of interest to the local screen industry/community;
- Provide opportunities for the local industry to promote events and opportunities to the wider industry, creating networking and business development opportunities;
- Provide financial assistance towards professional development and marketing opportunities (e.g. market attendance) offering economic development outcomes;
- Sponsorship of key events in the ACT offering economic development outcomes for the industry in terms of national exposure, opportunities for networking at a national level etc.

#### ACTIVITY

ScreenACT delivered an increased number of events in this reporting period. Included in this list are those that are part financed by artsACT and Centenary to give EDD an overview of everything that ScreenACT is doing for the screen sector.

<b>Documenting the Commissions</b>   5 participating filmmakers (full year)
<b>Anthology Feature Pod</b>   Ongoing   10 teams
<b>2013 Asian Side of the Docs Travel Grant</b>   3 applicants   1 recipient (March)
<b>Documentary Workshop</b>   18/02/13   24 participants
<b>CSIRO Filmmaker-in-Residence Program</b>   32 applicants   1 recipient (February)
<b>Directors Workshop with Geoffrey Wright</b>   23/03/13   21 participants
<b>Let's Talk Crowdfunding with Pozible's Matt Benetti</b>   26/03/13   46 participants
<b>ScreenACT Expo '13 &amp; Trivia Night</b>   8/4/13   104 participants   \$4000 raised on the night for Anthology Feature 'Locks of Love'
<b>Short Seasons Project Funding</b>   27 applicants   1 recipient
<b>Genre Boot Camp with Stephen Cleary</b>   17 participants
<b>How to Apply for Grants Workshop for Screen Artists with Keith Whelan</b>   3/5/13   22 participants
<b>Stephen Cleary Workshop at Marche Du Film</b>   3 days   7 participants
<b>Trade Connect venture to Marche du Film</b>   15 <sup>th</sup> – 24 <sup>th</sup> May   9 participants
<b>Comedy Workshop with Tim Ferguson</b>   29 <sup>th</sup> – 30 <sup>th</sup> June   16 participants

#### ANTHOLOGY FEATURE FILM – LOCKS OF LOVE

Our most important activity (which started in November of 2012) was the continuation of the Anthology Feature Pod project. Ten teams were shortlisted and funded to deliver a short film around the theme "locks of love". Over 220 positions were created during the production period, which were filled by over 180 local filmmakers with only cast members coming from interstate. The project has garnered a distribution deal through Titan View for theatrical, DVD and VOD.

The highlights for Locks of Love during the reporting period are:

- Signed [REDACTED] as casting agent who has help secure some fantastic acting talent (Aaron Jacobs, Loraine Bailey, Les Hill)

- Signed [REDACTED] a LA based Aussie script editor, who reviewed the scripts, providing reports and script consultations with each writer/director/producer
- [REDACTED] the distributor, has been very heavily involved in the process
- Silversun Pictures has designed a post-production pathway, and is having meetings with every team to ensure all technical issues are resolved prior to shooting and will be preparing all the shot materials for the editor to get started on. Silversun is in the process of providing us with a quote for post-production.
- The ScreenACT Trivia night raised \$4,000
- \$10,000 private investment raised from [REDACTED]
- \$45,000 worth of funding from Screen Australia
- Location for the 'locks' has been finalised. [REDACTED] built a gate set-piece that can be mounted and dismantled for shoots at an entrance way to Glebe Park

### **SASI INSURANCE**

This offering has put ScreenACT on the national map as the only organisation that offers cost effective public liability insurance to the rest of the country. The new policy came into effect in February 2013 with double the number of policies now available. This policy has been heavily promoted, and we're confident it will cover its costs by the end of year.

### **TRADE CONNECT**

ScreenACT was able to secure a Trade Connect grant to run a trade mission to the Cannes Film Market in May 2013. Nine participants from 8 different companies attended the Marche du Film and made a big impression on the market, most coming back with strong sales interest. The Trade Mission will continue in February 2014 to the Berlin for the European Film Market with a smaller group. Overall ScreenACT's first 'official' overseas venture gave the ACT and the local screen industry valuable publicity, and raised ScreenACT's profile significantly.

### **DIRECTOR'S WORKSHOP**

ScreenACT had a great turnout for its Directors Workshop in March, and we look forward to offering more advanced courses on film directing in the near future. The workshop was presented by renowned Australian Director Geoffrey Wright (Romper Stomper, Metal Skin, Macbeth), who shared his considerable knowledge and expertise from his 30 year film career. Participant feedback was full of praise for the weekend, and many commented that they had their filmic perspective sharpened and refocused. The workshop was also well attended by the nominated directors of each of the 'Locks of Love' films.

### **GENRE BOOT CAMP**

Stephen Cleary agreed to hold two workshops on film/TV genres in April. During his stay in Canberra he also met with all of the low budget feature teams. We were hoping for at least 10-15 participants per day but this level was not met. For the first time we did not cover our costs with participants fees. However, Stephen's sessions with the LBF teams were hugely beneficial, and I feel this added value made up for the participant shortfall for the Boot Camp.

### **TIM FERGUSON COMEDY WORKSHOP**

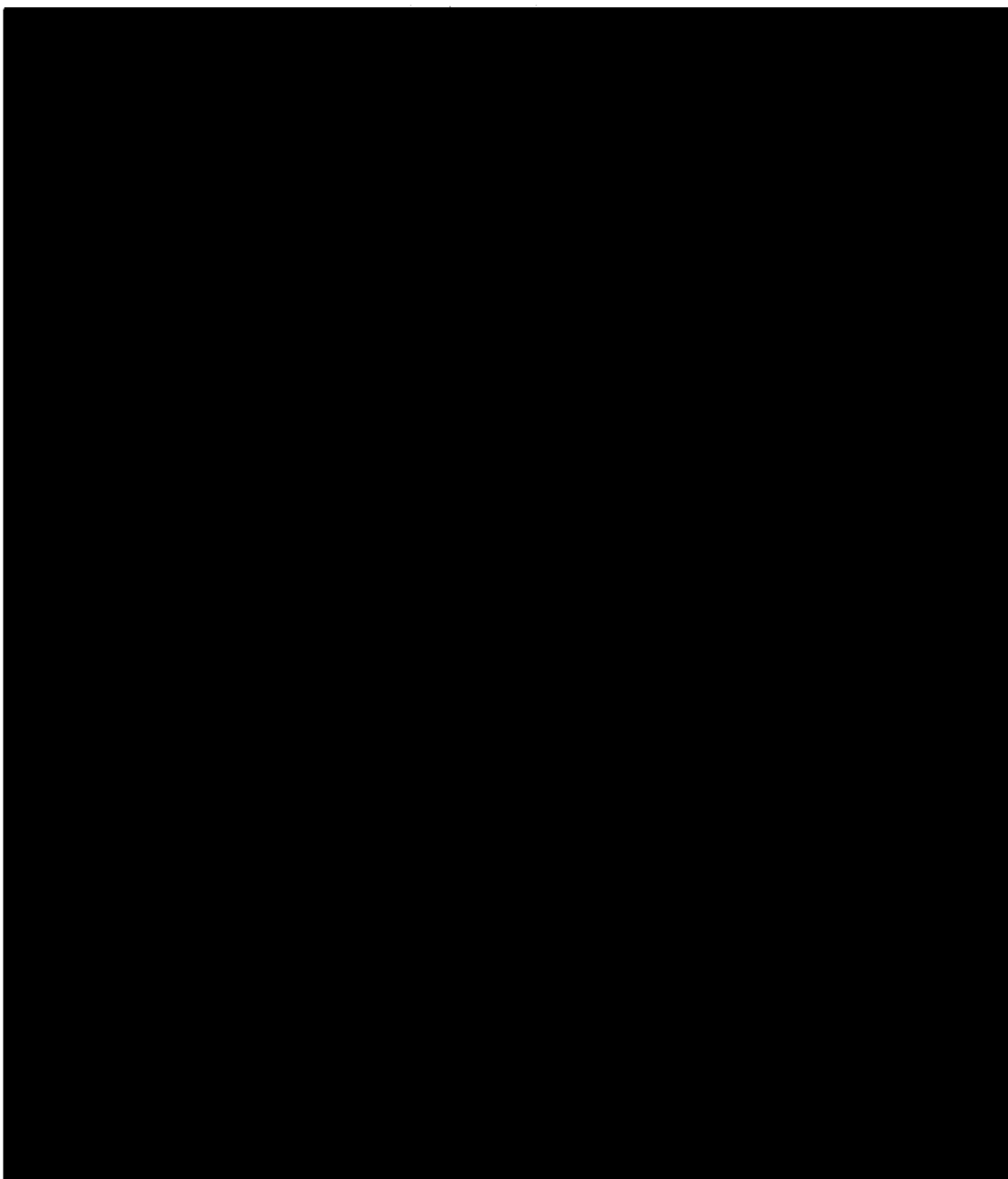
Doug Anthony Allstar, Tim Ferguson, is facilitated a 2 day comedy workshop on June 29th – 30th. This is the first time ScreenACT has worked with Tim. The workshop was attended by 17 participants. Tim also generously offered to meet one-one-one with some of the participants to discuss their particular projects. Tim also agreed to take emails from the group without charge to offer some writing/industry advice as they look to further develop their comedy scripts. This kind of access is fantastic, and ScreenACT will look to partner with Tim as a mentor on future initiatives.

### **CENTENARY – DOCUMENTING THE COMMISSIONS**

'Documenting the Commissions' continues to move forward with some filming already underway. We have also implemented a new online reporting structure that keeps the Government Centenary team informed at each step of the way.

**OTHER ACTIVITY**

- Website and newsletter (see above).
- Assisted the Government with the ACT Screen Investment Fund and attended assessment meetings
- Assisted producers with applications for ACT Screen Investment Fund
- ScreenACT started its official intern program in partnership with CIT during this reporting period. One intern per semester will join ScreenACT to get on-the-job training. They will also get credit towards Complex Projects which is a Certificate 4 subject in Media and Screen Studies.

**BUDGET/EXPENDITURE**



# SERVICES AGREEMENT

Date

20/08/13

Parties

AUSTRALIAN CAPITAL TERRITORY

CANBERRA BUSINESS COUNCIL  
LIMITED  
ACN 126 100 169

MANAGEMENT SERVICES FOR  
SCREENACT

Contract No.

2013.21979.210

Prepared by

Shared Services Procurement  
Level 5, 40 Allara Street  
CANBERRA CITY ACT 2601

Ph: 02 6205 5276  
Fax: 02 6207 6500  
Ref: SJ:2013/6778

Version

Final Version – July 2013

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the **Economic Development Directorate (EDD)**.

**CANBERRA BUSINESS COUNCIL LTD**  
ACN 126 100 169, 216 Northbourne Avenue in the Australian Capital Territory, 2612 (**Contractor**).

## BACKGROUND

- A. The Territory has undertaken a procurement process and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

## 1. Interpretation

### 1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

**Confidential Text** any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

**Contract Material** all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

**Contract Officers** in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

**Contract Price** the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

**Contractor Material** all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insurance Determination** any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).

**Invoice** an invoice that:

- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (3) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

**Personal Information** information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Prescribed Insurer** in relation to:

- (1) public liability insurance, an insurer that is:
  - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination, and in the absence of a relevant Insurance Determination, an insurer having a Standard and Poor's or Best's Rating A- or better,
  - (b) authorised by the Australian Prudential Regulation Authority (APRA) to conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA, or any other insurer prescribed under the Insurance Determination from time to time; and
- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

**Procurement Act** the *Government Procurement Act 2001* (ACT).

**Services** the services described in **Schedule 2**.

**Special Condition** any provision set out in **Schedule 3**.

**Specified Personnel** any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

**Term** the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

**Territory** when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

**Territory Information** the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;
- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

**Territory Material** any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

## 1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to “Contractor” include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

## 2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

## 3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

## 4. Contract Price

### 4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

### 4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies,

may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

## 5. Ownership and use of material

### 5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

### 5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, “use” includes:
  - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
  - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,
 and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

### 5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory’s (or its agents’) use of any Contract Material.

#### 5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
  - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
  - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
  - (c) materially alter the work in any way.

#### 5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

### 6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;
- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

### 7. Non-disclosure of Territory Information

#### 7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

#### 7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
  - (a) required or authorised to be disclosed by law,
  - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,
  - (c) generally available to the public, or
  - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed,

published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

### 7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is two years imprisonment.

## 8. Confidential Text under Procurement Act

### 8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

### 8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

### 8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## 9. Insurance and indemnity

### 9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

### 9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

### 9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

## 10. Termination

### 10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
  - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
  - (b) is not capable of being remedied.

**10.2 Termination for any reason or reduction of Services**

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
  - (a) payments under this Agreement for Services rendered before the date of termination, and
  - (b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of any other loss whether of prospective profits or otherwise;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
  - (a) stop work as specified in the notice,
  - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
  - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

**10.3 No prejudice**

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

**11. Dispute resolution**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

**12. General****12.1 General responsibilities of parties**

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

**12.2 Conflict of interest**

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

**12.3 No employment, partnership or agency relationship**

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

**12.4 No assignment or subcontracting**

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50 per cent of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

**12.5 Entire agreement**

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

**12.6 Severability**

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

**12.7 Variation**

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

**12.8 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

**12.9 Governing law and compliance with the law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

**12.10 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

**12.11 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

**12.12 Survival of clauses**

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

**SCHEDULE 1****CONTRACT DETAILS**

- Item 1. Contract Officers**  
*See clauses 1.1 and 12.10*
- For the Territory:  
David George  
Senior Manager  
Business Innovation  
Economic Development Directorate  
Level 2, Telstra House  
490 Northbourne Avenue  
DICKSON ACT 2602  
Phone: 02 6207 3291
- For the Contractor:  
Chris Faulks  
Chief Executive Officer  
Canberra Business Council Limited  
216 Northbourne Avenue  
CANBERRA ACT 2601  
Phone: 02 6247 4199
- Item 2. Term**  
*See clauses 3 and 12.7*
- From 1 July 2013 until 30 June 2014. The initial one year term may be extended for one further period of one year by written agreement of the parties. The maximum term is two years.
- Item 3. Contract Price**  
*See clause 4*
- (1) Contract Price: \$313,000 (GST included) for the 1<sup>st</sup> term. \$313,500 (GST included) for the additional one year term if agreed.
- (2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the instalment and reporting table at **Item 7 Schedule 2**.
- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
  - (b) inclusive of GST and all other taxes, duties and charges; and
  - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

- Item 4. Specified Personnel**  
*See clause 6*
- Item 4 not used.
- Item 5. Other amounts and insurance**  
*See clause 9.1*
- (1) Public liability insurance: \$10 million (in respect of each claim).
- (2) Professional indemnity insurance: \$5 million (in respect of each claim) and \$5 million (in the annual aggregate).
- The Contractor must maintain the professional indemnity insurance coverage required under this **Item 5** for an additional period of six years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.
- Item 6. Territory Information**  
*See clauses 1.1 and 7*
- Item 6 not used.
- Item 7. Confidential Text**  
*See clauses 1.1 and 8*
- Item 7 not used.
- Item 8. Grounds for confidentiality of Confidential Text**  
*See clause 8*
- Item 8 not used.

## SCHEDULE 2

### THE SERVICES

The Contractor must provide the Services as follows within any specified timeframes.

#### Item 1 Marketing and Promotion

- (1) Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.
- (2) Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).
- (3) Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.
- (4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.

#### Item 2. Industry development

- (1) Assist ACT practitioners develop screen projects.
- (2) Assist external practitioners develop screen projects in the ACT.
- (3) Establish and maintain information on ACT screen capability, including locations, cast and crew.
- (4) Promote the ACT's interests in national creative industry development initiatives.
- (5) Encourage and support new entrants to the sector.

#### Item 3. Professional development

- (1) Establish and deliver a professional development program.
- (2) Facilitate mentorships for ACT practitioners in local productions.
- (3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events (for example AIDC, SPAA).

#### Item 4. Governance

- (1) The Contractor will establish and maintain appropriate governance arrangements so as to effectively manage ScreenACT including, but not limited to staffing, reporting, financial management, facilities and administration.

#### Item 5. Reporting

- (1) The Contractor must provide to the Territory within 30 days of each of 31 December and 30 June in the Term and within 30 days after the expiration or termination of this Agreement the following:

- a) a written report that provides a summary of the outcomes achieved under the headings:
  - i. Marketing and promotion
  - ii. Industry development
  - iii. Professional development
- b) a financial report of the expenditure of the contract price; and
- c) key performance indicator statistics associated with the provision of the Services (Item 6).

#### Item 6. Key Performance Indicators

Services Reference	Indicator	6 Months to 31 Dec 2013	6 Months to 30 June 2014	Total 2013-2014
		Target	Target	Target
Item 1 (2)	ACTSIF applications [number of]	3	2	5
Item 1 (4)	Newsletters [number of]	5	5	10
Item 2 (1) and (2)	Screen projects developed [number of]	12	12	24
Item 3 (1)	Professional development courses/workshops [number of]	5	5	10
Item 3 (1)	Professional development participants [number of]	50	50	100
Item 3 (2)	Mentorships [number of]	12	12	24
Item 3 (3)	Practitioners supported [number of]	6	6	12
Item 5 (1) a)	Written reports [number]	1	1	2
Item 5 (1) b)	Financial reports [number]	1	1	2
Item 5 (1) c)	Key performance indicator update [number]	1	1	2

**Item 7. Installment and Reporting Table**

Installment	For Services during the period	When Invoice may be rendered	Report for that period due by
\$156,750	1 July 2013 to 31 December 2013	On commencement of this Agreement	31 January 2014
\$156,750	1 January 2014 to 30 June 2014	On receipt of reports as prescribed in <b>Item 5, Schedule 2</b> for the period 1 July 2013 to 31 December 2013	31 July 2014
The following apply only if the Term is extended in accordance with <b>Item 2, Schedule 1</b>			
\$156,750	1 July 2014 to 31 December 2014	On receipt of reports as prescribed in <b>Item 5, Schedule 2</b> for the period 1 January 2014 to 30 June 2014	31 January 2015
\$156,750	1 January 2015 to 30 June 2015	On receipt of reports as prescribed in <b>Item 5, Schedule 2</b> for the period 1 July 2014 to 31 December 2015	31 July 2015 (final report)

**SCHEDULE 3**

**SPECIAL CONDITIONS**

*See clause 12.11*

**Item 1. Privacy of Personal Information**

**1.1 Additional privacy obligations**

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

**1.2 Employee awareness**

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

**1.3 Reasonable requests, directions and guidelines**

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

**1.4 Handling of complaints**

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in clause 12.4(2), for the purposes of clause 12.4, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 20 August 2013

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

[Redacted signature] Signature of Territory delegate

[Redacted signature] Signature of witness

JAW COE Print name

CHIMWEMUE MPASO Print name

SIGNED by or for and on behalf of CANBERRA BUSINESS COUNCIL LIMITED ACN 128 100169 in the presence of:

[Redacted signature] Signature of director/ authorised officer/ individual\* \*DELETE whichever is not applicable (see note below)

[Redacted signature] Signature of director/ secretary/ witness\* \*DELETE whichever is not applicable (see note below)

Michael Newbold Print name

Michael Capozzi Print name

Signature of second authorised officer\* \*only use if Incorporated Association (see note below)

Print name



- Note:
- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
- Individual: Must be signed by the individual Contractor and witnessed.
- Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.



Six monthly report July – Dec 2013

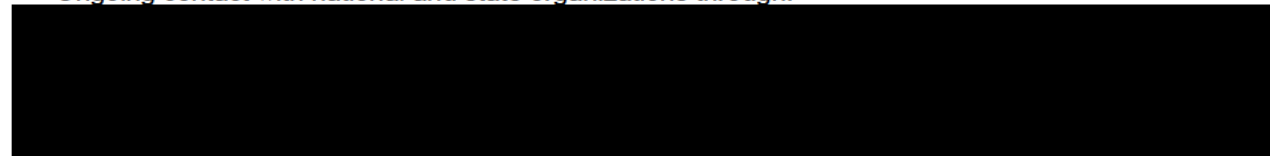


## ITEM 1 – MARKETING AND PROMOTION

- (1) Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.
- (2) Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).
- (3) Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.
- (4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.

## ACTIVITY

- Ongoing contact with national and state organizations through:



- Continued marketing of ScreenACT to national and state organizations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on convergence review.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Continued discussion on further support.
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.
- Met with various broadcasters and distributors to understand their needs and forward workload.

### Communications allows for greater partnerships that will support

#### Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Updating of ACT Crew Finder – production database
- Updating of actor register
- Updating of Production Attachment Register
- Updating of Production Seeking Crew Register

#### Continued Facebook and Twitter presence for ScreenACT

#### Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Times, The Chronicle and Canberra Weekly.

## ITEM 2 – INDUSTRY DEVELOPMENT

- (1) Assist ACT practitioners develop screen projects.
- (2) Assist external practitioners develop screen projects in the ACT.
- (3) Establish and maintain information on ACT Screen Capability, including locations, cast and crew.
- (4) Promote the ACT's interests in national creative industry development initiatives.
- (5) Encourage and support new entrants to the sector.

## ACTIVITY

Answered general location queries from various production companies (local, interstate and international). The number of calls continues to be strong since the introduction of the ACT Screen Investment Fund.

ScreenACT assisted the 'Code' (Playmaker Media, ABC) in various ways during the 2 week production shoot in Canberra. [REDACTED] was an attachment to [REDACTED] throughout the process [REDACTED] is one of the biggest location managers in Australia) [REDACTED] expressed to [REDACTED] that he felt Canberra's 'look' has been vastly untapped, and will be spruiking the ACT to all future clients as a great place to film.

Through this process Project Manager [REDACTED] uncovered several points that need to be addressed to make the next large production even smoother including:

- Filming permits need to be in place as there is no assurance that an authority could step in and stop you.
- A reliable traffic management company needs to be sought.
- Government land use services need a film application document as nothing about an 'event' is relevant to a film crew's needs or wants.

The 'Code' shot in and around the Parliament house, Red Hill, Kings Park, Commonwealth bridge, New Acton building and sculpture garden, Shine Dome, John Curtin Medical School and a super computer at the ANU.

[REDACTED] also launched a free online Actors Directory in April 2013. Actors can now upload their headshots, resumes and links to video clips to help create an individual profile that will be searchable by interested film productions (both local and interstate). The online database will enable casting professionals to search through the directory by age, gender, physical characteristics and credits. An Extras Directory has also been established to help identify/organise extras for film, television and documentary productions.

## ITEM 3 – PROFESSIONAL DEVELOPMENT

- (1) Establish and deliver a professional development program.
- (2) Facilitate mentorships for ACT practitioners in local productions
- (3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events (for example AIDC, SPAA).

## ACTIVITY

ScreenACT delivered a number of important events and workshops during the reporting period. Included in this list are those that are part financed by artsACT to give EDD an overview of everything that ScreenACT is doing for the screen sector.

<b>ACT Screen Development Fund Information Session</b>   8/8/13   43 participants
<b>Documenting the Commissions</b>   5 participating filmmakers (full year)
<b>Anthology Feature Pod</b>   Ongoing   10 teams
<b>ACT Screen Arts Fund Information Session</b>   26/9/13   26 participants
<b>'Locks of Love' Wrap Party</b>   9/10/13   43 participants
<b>Anthology POD (Locks of Love) Sessions with Editor Henry Dangar</b>   10-12 October 2013   21 participants
<b>TV POD – Television Pilot Workshop Series</b>   17-20 October 2013; 16-17 November 2013; 2 December 2013   22 participants
<b>YouTube Information Session</b>   28/11/13   17 participants
<b>ScreenACT Christmas Party</b>   16/12/13   46 participants

## ANTHOLOGY FEATURE FILM – LOCKS OF LOVE

Following the workshop series with Oscar-winner Melanie Coombes in November 2012, ten short films were selected to form an over-all feature film called “Locks of Love”. Each team has been mentored by a local production house, which is our first formal mentorship program (outside of educational institutions) to be initiated by ScreenACT.

One of the great success stories of the mentorship program has been local writer/producer [REDACTED] who was partnered with [REDACTED]. [REDACTED] has been looking for full time work in the industry, but had not been successful up until that point. After a number of meetings regarding [REDACTED] project, [REDACTED] offered [REDACTED] a full time position and still remains as his mentor. [REDACTED] This capitalisation on a networking opportunity is a great example of how [REDACTED] has translated into career pathways for its participants.

Beyond the mentorship program, ScreenACT’s Project Manager has played a critical role during the pre-production, production, and post-production phases on each individual film. Many of the filmmakers involved were at an elementary level of their development, and required ongoing support and advice in negotiating the creative, legal and logistical obstacles that arise when producing a film. ScreenACT was able to demystify this process and share our production experience at each step of the way.

The final feature version of ‘Locks of Love’ has Titan View now attached as a distributor for Australia/NZ. Titan View has committed to alternate content theatrical, DVD and video on demand as a minimum. ScreenACT has also contracted experienced casting agent [REDACTED] based in Sydney. Anousha has brought well-known actors including Les Hill, Lorraine Bailey, Zoe Naylor and Colin Lane to the project. This interaction with distributors, casting agents, script editors and actors has been a massive educational experience for all involved, and has introduced the participants to the realities of working in the screen industry.

In addition to what the participants have learnt, the feature version also means that they will all receive a feature credit. This is incredibly important as they look to transition into careers within the industry.

The first test screening of ‘Locks of Love’ occurred in October 2013 at the Kendall Street Theatre, which was attended by distributor John L Simpson (Titan View), ACT Government representatives from EDD and artsACT and a number of other screen industry leaders. There was robust and honest feedback, and ScreenACT also brought in respected film editor Henry Dangar (Bangkok Hilton, Rake, and Satellite Boy) to act as an editing consultant and mentor to the ten teams. He provided an important objective voice that helped strengthen the edit on each film.

Post-production on the feature has now begun in earnest and, with the news that the feature has received post-production funding from the ACT Screen Investment Fund, the resulting picture promises to be a shining example of the emerging filmmaking talent in the ACT.

A Canberra Times article (<http://www.canberratimes.com.au/act-news/film-unlocks-stories-on-the-theme-of-love-20130701-2p81y.html>) was written during the production phase of ‘Locks of Love’.

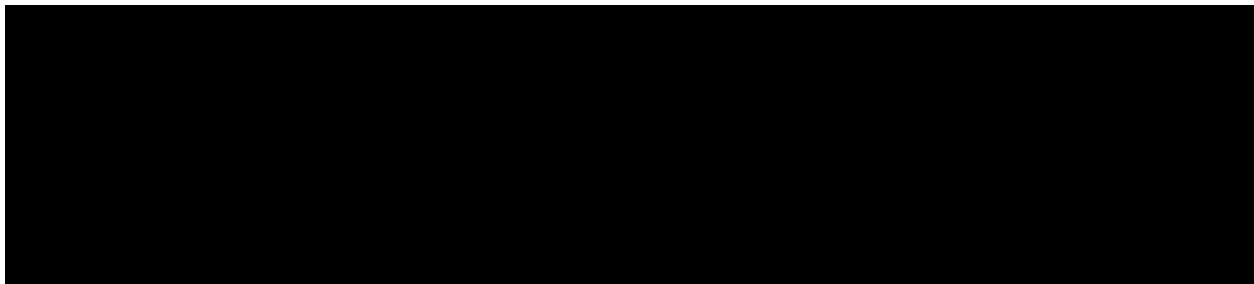
## TV POD

In October ScreenACT ran a high level, market focused TV series writing workshop that was presented by Ellen Sandler (Taxi, Everybody Loves Raymond).

The workshop series (named TV POD) involved an initial 3 ½ day intensive course on conceptualising and developing a scripted TV series, and was targeted at elementary and emerging screenwriters. Following the workshop the participants then had four weeks to develop the concept and write the first episode of the show and a one page treatment. The group then reformed for a second weekend in November to do a staged reading of the scripts with actors. The writers then had an additional two weeks to incorporate what they learned from the read-throughs before pitching to a panel of TV professionals on Monday, 2nd December. ScreenACT provided ongoing support to all the writers during the intense development stage to ensure all participants remained focused on producing the best script possible.

ScreenACT then organised a panel of TV professionals (drawing from both Independent Production Companies and the TV Networks) who are setting the benchmark for innovative and diverse Australian television to hear the '5 minute' pitches from each writer involved in TV POD.

The pitching panel included:



The pitching exercise was a half day event held at Woden CIT on Monday, December 2, 2013. The objective of the pitching session was to offer the writers the chance to pitch their projects to an Industry panel, exposing them to the respected opinions of the panel members on the potential marketability of their project. The outcome was fantastic, with the panel universally full of praise for the quality and professionalism of the pitches. A number of projects were identified as having strong market potential, and several of the panelists have expressed interest in following up with some of the writers.

### **ACT SCREEN ARTS FUND 2014**

ScreenACT received \$80,000 from artsACT to deliver direct grants via the ACT Screen Arts Fund for 2014. The grant recipients were chosen from a field of 37 applications, and will be officially announced in early January 2014 by the Minister Joy Birch. The successful applications were:

Andrew Pike - 'Missionaries' (Documentary)  
 Clare Young - 'Unruly Girls' (Feature Film)  
 Daniel Sanguineti - 'Me and my Mates vs. the Zombie Apocalypse' (Feature Film)  
 Humphrey James - 'Unreal Estate' (TV Series)  
 Joe Kisch - 'Jandamarra' (Feature Film)  
 Kris Kerehona - 'The Centenarians' (Documentary)  
 Melanie Calvert - 'Freycinet' (Feature Film)  
 Simon Weaving - Mentorship/Professional Development  
 Vanessa Gazy - 'Highway' (Short Film)

### **ACT SCREEN DEVELOPMENT FUND 2013**

Fourteen applications were received for this round, a significant reduction from previous rounds. This is a result of ScreenACT restructuring the guidelines to insist that projects have genuine commercial potential with a focus on creative teams. This resulted in 14 very strong applications that made for an extremely competitive round.

The grant recipients were:

- Cindy Li - 'Aodaliya Gold' (Feature Film)
- Peter Castle - 'Tahira: Echoes of the Astral Empire' (Game)
- James Hunter - 'Maralinga' (Feature Film)
- Clare Young - 'The Perfect Mother' (Documentary)
- Ian Hart - 'Dumpling' (Feature Film)
- Michael Fardell - 'Outback Yum Cha' (TV Series)

### **REGISTRATION GRANTS**

Registration Grants were awarded to the following individuals for attendance to the 2013 SPAA conference (Screen Forever):

- Humphrey James
- Clare Young

## CENTENARY

'Documenting the Commissions' entered its finals phase of production during the reporting period. There was a rigorous feedback process between ScreenACT, the Centenary team, Andrew Pike, editor James Lane and Creative Director Robyn Archer on the final edits of each film. The resulting 20 films are very strong, and provide a unique retrospective on some of the events and people that were involved in Canberra's Centenary year celebrations. The final delivery of the films will occur in the new-year. A special thanks to Annette Hurda for managing the entire project with great success.

## OTHER ACTIVITY

- ACTSIF REVIEW: ScreenACT supported Sandra Sdraulig as she has undertaken the review of the Fund. A fair bit of follow up information has been requested after her visit to Canberra and will be getting that to her urgently.

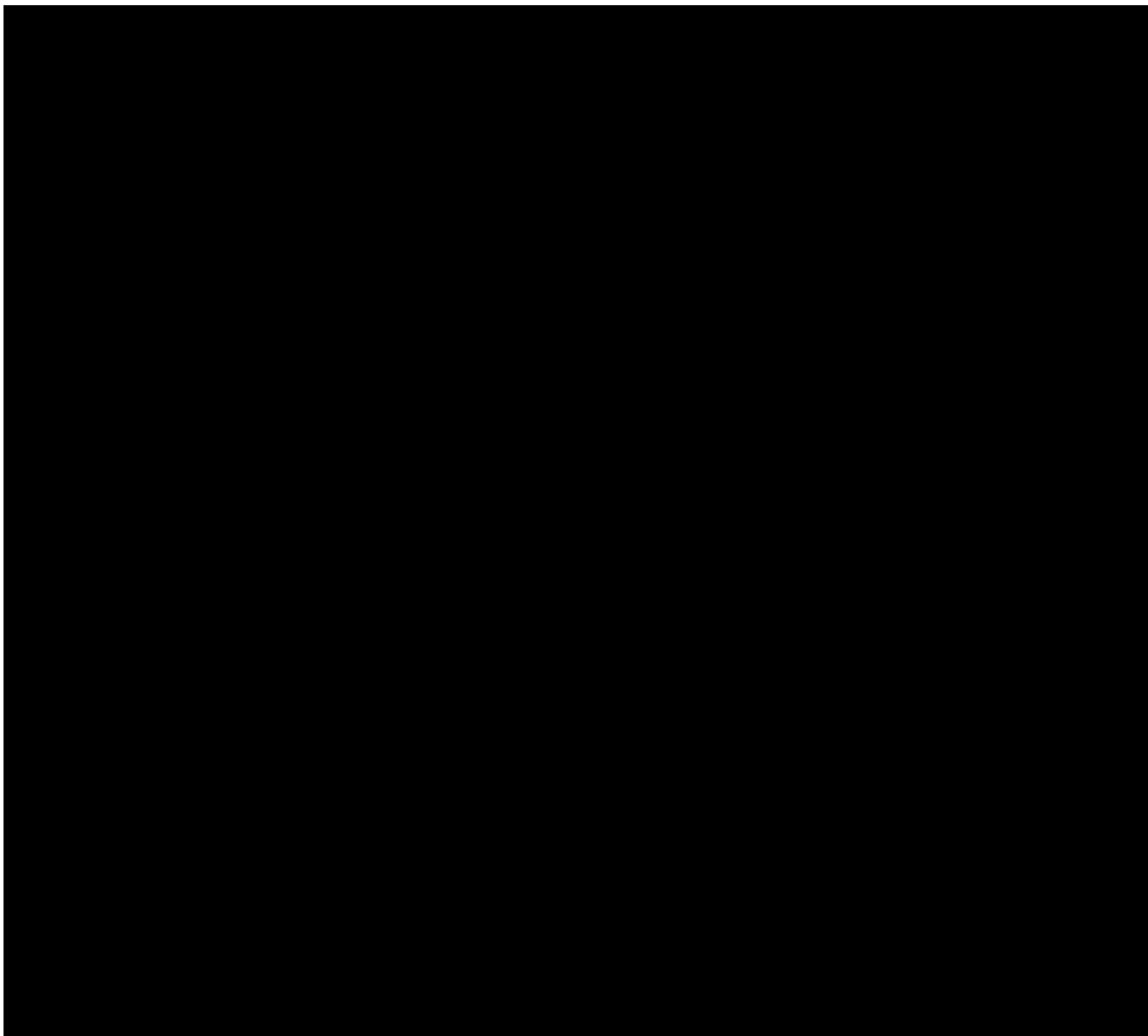
## FINANCIAL REPORT

### **Economic Development Directorate - Delivery of ScreenACT Program**

#### **Financial Report**

All amounts Ex-GST

(1 July 2013 - 31 December 2013)



## ITEM 6 – KEY PERFORMANCE INDICATORS

Services Reference	Indicator	6 Months to 31 Dec 2013	6 Months to 31 Dec 2013
		Target	Achieved
Item 1 (2)	ACTSIF Applications	3	
Item 1 (4)	Newsletters	5	10
Item 2 (1) and (2)	Screen Projects Developed	12	23
Item 3 (1)	Professional Development Courses/Workshops	5	5
Item 3 (1)	Professional Development Participants	50	129
Item 3 (2)	Mentorships	12	23
Item 3 (3)	Practitioners Supported	6	17
Item 5 (1) a)	Written Reports	1	1
Item 5 (1) b)	Financial Reports	1	1
Item 5 (1) c)	Key Performance Indicator Update	1	1



Six Monthly Report January - June 2014



## ITEM 1 – MARKETING AND PROMOTION

- (1) Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.
- (2) Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).
- (3) Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.
- (4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.

## ACTIVITY

- 

- Continued marketing of ScreenACT to national and state organisations to ensure ScreenACT is included in discussions on policy and important issues at a national level including participation in joint submissions to Government on Producer Offset and attendance at meeting at APH through SPA.
- Continued lobbying of Screen Australia for funding due to the ACT through development and marketing funds. Continued discussion on further support and are getting some traction.
- Agreement and acknowledgement that the ACT has specific and different needs to that of other States and Territories and that a tailor made support package for the ACT can be developed.
- Met with various broadcasters and distributors to understand their needs and forward workload. Particular relationships being developed with ABC and Foxtel who have expressed interest in doing some projects in the ACT.

### **Communications allows for greater partnerships that will support:**

#### Ongoing administration of ScreenACT website

- Continued updating and redeveloping of new website
- Updating of ACT Crew Finder – production database
- Updating of Actor Register
- Updating of Production Attachment Register
- Updating of Production Seeking Crew Register
- Investigation into higher levels of functionality such as the ability for online applications to be reaccessed before due date for editing, individual profiles etc.

#### Continued Facebook and Twitter presence for ScreenACT

#### Monthly newsletters and alerts to website subscribers:

- Increased national coverage of subscribers
- Increases in requests for information to be included in newsletter from industry sources
- ScreenACT stories included on the Screen Australia website
- Increased requests from Trade media to comment on national policy
- Increased publicity and presence in local media - ABC radio, Canberra Times, The Chronicle, City News, BMA and Canberra Weekly.

## ITEM 2 – INDUSTRY DEVELOPMENT

- (1) Assist ACT practitioners develop screen projects.
- (2) Assist external practitioners develop screen projects in the ACT.
- (3) Establish and maintain information on ACT Screen Capability, including locations, cast and crew.

- (4) Promote the ACT's interests in national creative industry development initiatives.
- (5) Encourage and support new entrants to the sector.

## ACTIVITY

Answered general location queries from various production companies (local, interstate and international). The number of calls continues to grow since the introduction of the ACT Screen Investment Fund.

Continued the maintenance of Crew and Cast Directories that have grown substantially since their introduction. The directories have become a reliable resource for local and interstate productions.

ScreenACT hosted **SPA** (Screen Producers Association) National Roadshow in February. Matthew Deaner (Executive Director) and Matthew Hancock (Strategy and Insights) visited Canberra as part of their National Roadshow to sit down with ACT producers to talk about local issues affecting the industry. Thirty people attended this event.

**ABC TV Drama** is interested in supporting a state funded internship to develop Australian TV writers. ScreenACT is looking to partner with ABC on this program through our Production Attachment Register, funded through the ACT Screen Investment Fund.

Production Company **Playmaker Media** (The Code) have expressed interesting in collaborating on a writers' room with our local screenwriters with the output being a TV series that could be produced here and access the Fund.

Continued the conversation with **Screen Australia** about securing ACT a long-term development funding package to assist ScreenACT's capacity building initiatives.

## ITEM 3 – PROFESSIONAL DEVELOPMENT

- (1) Establish and deliver a professional development program.
- (2) Facilitate mentorships for ACT practitioners in local productions
- (3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events (for example AIDC, SPAA).

## ACTIVITY

ScreenACT delivered a number of important events and workshops during the reporting period. Included in this list are those that are part financed by Events ACT to give EDD an overview of everything that ScreenACT is doing for the screen sector.

<b>Anthology Feature POD 'Locks of Love'</b>   Ongoing   11 teams
<b>Indigenous Filmmakers Meet &amp; Greet</b>   29 <sup>th</sup> January   9 participants
<b>Trade Connect Mission to European Film Market (Berlin)</b>   6 <sup>th</sup> – 14 <sup>th</sup> February   3 participants
<b>2014 AIDC Registration Grants</b>   4 <sup>th</sup> – 9 <sup>th</sup> March   5 applicants   2 grant recipients
<b>Indigenous Filmmakers Workshop</b>   22 <sup>nd</sup> – 23 <sup>rd</sup> March   8 participants
<b>Screen Australia Indigenous Information Sessions</b>   11 <sup>th</sup> April   4 participants
<b>ScreenACT EXPO</b>   2 <sup>nd</sup> May   80 participants
<b>Short Seasons Short Film Festival Autumn 2014</b>   29 <sup>th</sup> May   180 viewers
<b>In Conversation with Graeme Mason (CEO of Screen Australia)</b>   23 <sup>rd</sup> June   TBA

## **ANTHOLOGY FEATURE FILM – LOCKS OF LOVE**

The 'Locks of Love' (LOL) film has been in the post-production phase throughout the reporting period. The process was developed specifically for the 'Locks of Love' project to solve the unique challenges presented by organising an anthology of 11 films. This process required extensive pre-planning and the development of a purpose-built post-production pathway to help each team navigate their way through the complexities of feature post-production requirements.

ScreenACT's partnered with local post-production house SilverSun Pictures to successfully apply for post-production funding from the ACT Screen Investment Fund in 2013. SilverSun were able to assign expert post-production supervisor, [REDACTED], to work with each filmmaking team at various points along the production and post-production timeline to ensure quality and identify any problems before they occurred [REDACTED] has had meetings with all teams regarding the final colour grade of each film, and provides assistance on any visual tweaking the teams requested.

This has meant that as each team went through the process, new problems were discovered and solved and this information was passed onto the next team. The process was therefore constantly evolving, and the bible updated, resulting in a more effective and robust experience for those involved. This has also built up SilverSun's skill set and they are now set up to deal with almost any camera, codex or problem that come their way.

[REDACTED] has worked with each team regarding the sound design on their film. Working alongside [REDACTED] has introduced the editors, producers, writers and directors of each LOL team to the industry realities of the post-production, and what is required by to deliver a cinematic quality feature. This process also included working with compose [REDACTED] on developing music that fits with both their own short film, and the overall feature.

In addition to the technical and creative challenges that the teams have faced during post-production phase, each team's producer has had to ensure all paperwork (employee contracts, volunteer agreements, location releases etc.) is in proper order and submitted for approval by our legal team. These chain-of-title considerations are very important part of commercial filmmaking, and the ongoing guidance by ScreenACT has allowed ensured this process has been an education in the 'business' of film distribution for each producer.

A test screening at Palace Electric will be held in early July for the teams, producers, distributor and a small test audience. A final master and deliverables will be created with any tweaks to the grade etc. following that screening with the big, red carpet premiere set for last quarter of 2014.

## **2014 AIDC REGISTRATION GRANTS**

Local filmmakers Michael Kraaz and Ian Hibberson successfully applied for registration grants to this year's AIDC Conference in Adelaide (March 4-9). Both filmmakers were selected upon their strong slate of documentary projects in current development. AIDC allows screen practitioners to broaden their knowledge and experience of the marketplace in order to foster the development and production of future projects with marketplace appeal. Both Michael and Ian later advised ScreenACT that the conference provided an important networking opportunity to grow relationships with potential buyers and production partners.

## **TRADE CONNECT MISSION TO EUROPEAN FILM MARKET (BERLIN)**

The Trade Mission to Berlin for the European Film Market proved very successful despite it being a smaller group (3 participants plus ScreenACT Director Monica Penders) than what travelled in 2013 for the Cannes Film Market. One project picked up an international sales agent based in the US for all territories, holding back Australia (a completed low budget feature film), and another low budget feature shot in the US by a Canberra based producer has serious interest from distributors.

However, unlike the Cannes Trade Mission where all the participants stayed in the same place, members of Berlin Trade Mission were spread across the city. I would suggest that the next Trade Mission follow the Cannes model of bringing everyone together at the same accommodation venue to provide that extra level of support.

The grant for this was provided through Trade Connect/Economic Development with 50% of the costs per participant (not ScreenACT) where met up to \$3,000.

### **INDIGENOUS FILMMAKERS MEET & GREET**

The ScreenACT team met with a group of local indigenous residents who are interested in pursuing filmmaking in late January. [REDACTED] was responsible for bringing the group together, and the afternoon was spent advising the attendees of who ScreenACT is and what we can do to help their development as screen practitioners. The informal setting offered the perfect chance to have a relaxed conversation with them about what interests they have in the film and television industries. This meeting was the first step in developing ScreenACT's Indigenous strategy.

### **INDIGENOUS FILMMAKERS WORKSHOP & SCREEN AUSTRALIA INFORMATION SESSION**

ScreenACT ran a workshop on short filmmaking for local indigenous filmmakers as part of our new Indigenous Strategy. Christian Doran was the workshop facilitator on March 22 & 23, and its focus was on script writing. Each of the participants were then tasked with coming up with a story idea for the workshop. Early on the Saturday the group collectively decided on one idea to workshop across the two days (which factored in locations, characters, scale of the production), with Christian instructing on script theory and structure. With the story and structure settled upon a first draft was written. A timeline for getting the film produced, and the how long to set aside for pre, post and production, will be created. ScreenACT also started the conversation with Screen Australia regarding funding for Indigenous initiatives in Canberra, and will look to foster stronger ties

### **SCREEN AUSTRALIA INFORMATION SESSION (INDIGENOUS DEPARTMENT)**

[REDACTED] visited Canberra in mid-April to introduce [REDACTED] to Canberra's local Indigenous group and speak about her role at Screen Australia, and what the organisation can offer. [REDACTED] also touched upon funding opportunities available to them to support their participation in the film and television.

ScreenACT also continued the conversation with Screen Australia regarding funding support for our Indigenous Initiative that may include funding of the short film develop in the Indigenous Filmmakers Workshop.

### **SHORT::SEASONS SHORT FILM FESTIVAL AUTUMN 2014**

The first short::seasons festival screened Thursday May 29<sup>th</sup> at the National Film & Sound Archive, and received positive feedback from everyone. The attendance was 180, which is a little down on the numbers achieved last year. Perhaps this could be because the event was moved to Thursday instead of the traditional Friday timeslot because of scheduling conflicts with the NFSA. Once again, this biannual event provides ScreenACT a platform to showcase the extraordinary talent within Canberra's filmmaking community.

### **MY AND MY MATES VS. THE ZOMBIE APOCALPSE**

ScreenACT has been provided ongoing support for *Me And My Mates* as the film moves further into the post-production. The film was developed as part of the Low Budget Feature POD, and first-time Writer/Director Declan Shrubbs and Producer Daniel Sanguinetti have negotiated their first feature film production with advice from the experienced ScreenACT team. Test screenings were held in May and the feedback has been strong. The picture looks to be a solid genre film that should hit its target audience with international star Jim Jeffries a strong hook.

This project has required a lot of attention from the ScreenACT— first time producer, financing issues, moving the whole team through the process of making a professional standard feature film.

## KEY PERFORMANCE INDICATOR UPDATE

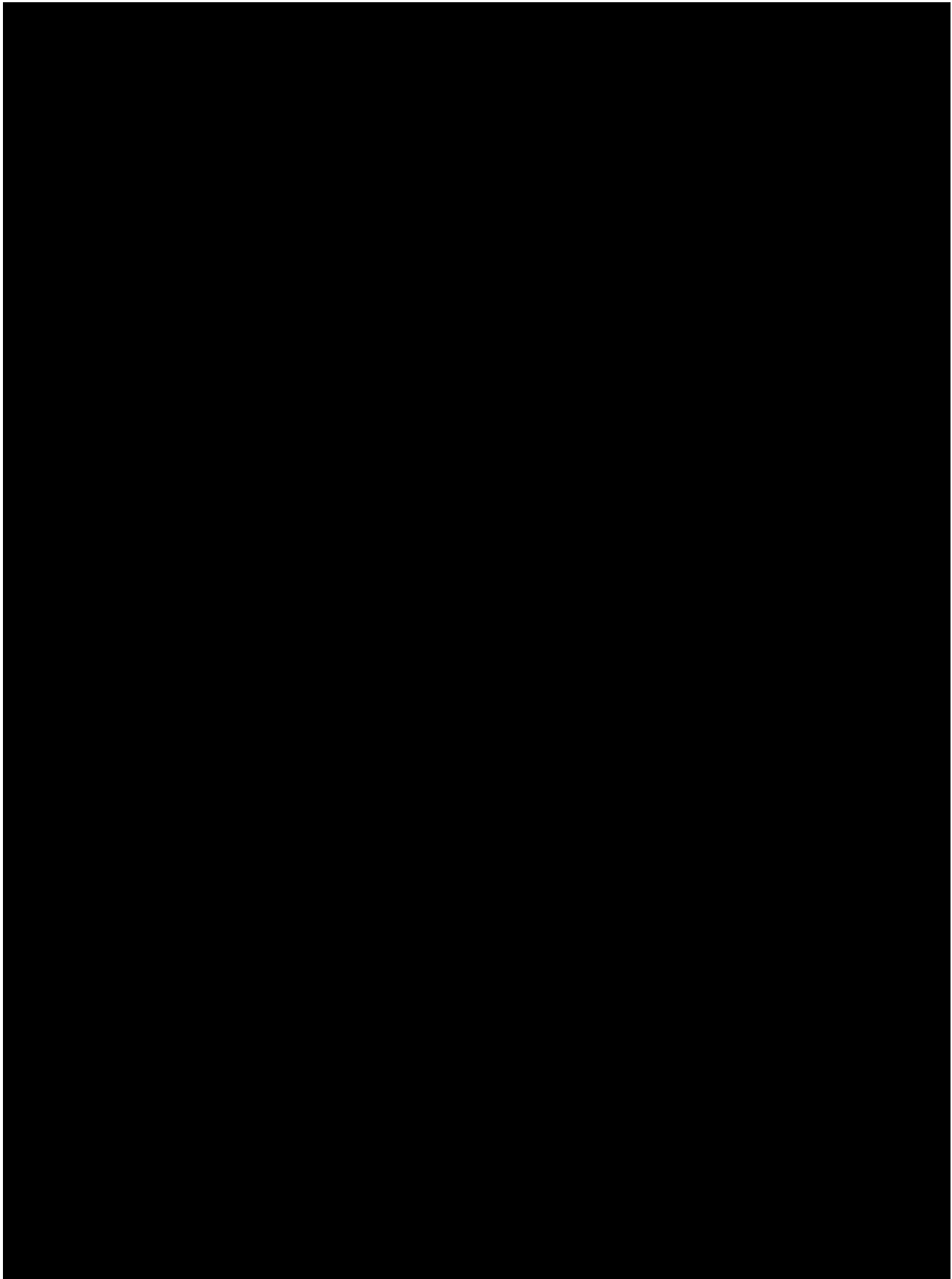
Services Reference	Indicator	6 Months to 30 June 2014	6 Months to 30 June 2014
		Target	Achieved
Item 1 (2)	ACTSIF Applications	3	9
Item 1 (4)	Newsletters	5	8
Item 2 (1) and (2)	Screen Projects Developed	12	15
Item 3 (1)	Professional Development Courses/Workshops	5	5
Item 3 (1)	Professional Development Participants	50	60
Item 3 (2)	Mentorships	12	16
Item 3 (3)	Practitioners Supported	6	6
Item 5 (1) a)	Written Reports	1	1
Item 5 (1) b)	Financial Reports	1	1
Item 5 (1) c)	Key Performance Indicator Update	1	1

## FINANCIAL REPORT

The 2013-2014 reporting period marks the final year that Canberra Business Council (CBC) will deliver the ScreenACT program. Beginning 1 July 2014 the ACT Screen Industry Association (ACTSIA) will begin delivering ScreenACT on behalf of the ACT Government.

The Financial Report for January-June 2014 can be viewed on Page 6:

**Economic Development Directorate - Delivery of ScreenACT Program**  
**Financial Report**  
All amounts Ex-GST  
(1 January 2014 - 30 June 2014)



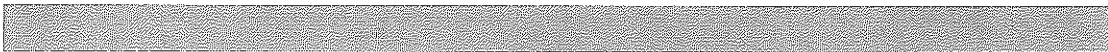


**ACT**  
Government

Economic Development

**AUSTRALIAN CAPITAL TERRITORY**

# DEED OF GRANT



<b>Dated</b>	26 June 2014
<b>Parties</b>	<b>AUSTRALIAN CAPITAL TERRITORY</b>  <b>ACT SCREEN INDUSTRY ASSOCIATION LIMITED</b> <b>ACN 166 155 120</b>
<b>Activity</b>	<b>DELIVERY OF SCREENACT PROGRAM</b>
<b>Prepared by</b>	Innovation, Trade and Investment Economic Development Directorate Level 2, Telstra House 490 Northbourne Avenue Dickson ACT 2602
<b>Version</b>	Final

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Economic Development Directorate,

**ACT SCREEN INDUSTRY ASSOCIATION LIMITED**  
**ACN 166 155 120** of Unit 116, Level 1, Mode 3 Building,  
 24 Lonsdale Street Braddon, ACT, 2601 (**Recipient**).

## BACKGROUND

- A. The Recipient has applied to the Territory for a grant to deliver ScreenACT, an industry development program for the Territory.
- B. The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

**IT IS AGREED** by the parties as follows.

### 1. Interpretation

#### 1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

**Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 4 Schedule 1**, or as notified in writing from time to time by one party to the other.

**Funded Activity** means the activity described in **Schedule 2**.

**Grant** means the amount specified in **Item 2 (1) Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

**Grant Material** means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

**Grant Period** means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

**GST** has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**Invoice** means an invoice that:

- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
- (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
- (3) sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 7 Schedule 2** (if any) and addressed to the Territory's Contract Officer.

**Special Condition** means any provision set out in **Schedule 3**.

**Territory**

means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

## 1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;

- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## **4. Separate accounting for Grant**

### **4.1 Separately account for Grant**

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

### **4.2 Bank account**

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
  - (a) the details of that account, and
  - (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

## **5. GST**

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## 6. Records

### 6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,
  - (b) other money received and spent on the Funded Activity,
  - (c) the progress of the Funded Activity, and
  - (d) any other records in respect of the Funded Activity,
 that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

### 6.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

### 6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## 7. Reporting of progress and expenditure

### 7.1 Monitoring reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

## **7.2 Other notifications**

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **8. Acknowledgement of Funding**

### **8.1 Acknowledgement of Territory support**

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 5 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **8.2 Other obligations**

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **9. Intellectual Property Rights**

### **9.1 Ownership of Grant Material**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

### **9.2 Licence to Territory**

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

### **9.3 Meaning of "use"**

For the purpose of **clause 9**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

## **10. Insurance and Indemnity**

### **10.1 Recipient's insurance**

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 6 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 6 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

### **10.2 Indemnity**

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## **11. Termination of Grant**

### **11.1 Breach**

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or
- (3) commits any other breach of a provision of this Deed, where that breach:

- (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
- (b) is not capable of being remedied.

### **11.2 Termination or reduction of funding for any reason**

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

### **11.3 No prejudice**

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## **12. Refund of Grant**

### **12.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### **12.2 Meaning of unacquitted funds**

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **13. Dispute Resolution**

### **13.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.

- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

### **13.2 No prejudice**

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **14. Variation**

### **14.1 Variation to Funded Activity**

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **14.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **15. General**

### **15.1 No assignment**

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **15.2 Conflict of interest**

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

**15.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

**15.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

**15.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

**15.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

**15.7 Compliance with laws and governing law**

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

**15.8 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;

- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **15.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

#### **15.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

#### **15.11 Survival of clauses**

**Clauses 6, 7.1, 10.2 and 12** will survive the expiration or earlier termination of this Deed.

## SCHEDULE 1

### GRANT DETAILS

**Item Grant Period** From 1 July 2014 to 30 June 2015  
**1.** *See clauses 1.1 and 3*

**Item Grant** (1) Grant: \$313,500 (GST inclusive)  
**2.** *See clauses 1.1 and 2.1* (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following table:

Instalment	When invoice may be rendered.
\$156,750.00	On commencement of this Deed.
\$156,750.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1 July 2014 to 31 December 2014.

- (3) Except if otherwise stated in this Deed, the Grant is:
- (a) payable within 30 days of receipt by the Territory of an Invoice; and
  - (b) inclusive of GST and all other taxes, duties and charges.

**Item Reporting and Acquittal**  
**3.** *See clause 7.1*

The Recipient is required to submit reports as follows:

Reporting for the Funded Activity performed during the period:	Report for that period due by:
1 July 2014 to 31 December 2014	31 January 2015
1 January 2015 to 30 June 2015	31 July 2015

- |                |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 4.</b> | <b>Contact Officers</b><br><i>See clauses 1.1 and 15.8</i> | <p>For the Territory:</p> <p>Glen Hassett<br/>Senior Manager, Innovation<br/>Innovation, Trade and Investment Branch<br/>Economic Development Directorate<br/>ACT Government<br/>GPO Box 158<br/>CANBERRA CITY ACT 2601</p> <p>Ph: 02- 6205 5346<br/><a href="mailto:Glen.Hassett@act.gov.au">Glen.Hassett@act.gov.au</a></p> <p>For the Recipient:</p> <p>Monica Penders<br/>Chief Executive Officer<br/>ACT Screen Industry Association Limited<br/>Canberra Technology Park Block A, Room 209<br/>49 Phillip Avenue, Watson ACT 2602</p> <p>Ph: 02-6162 5172<br/>Email: <a href="mailto:monica.penders@screenact.com.au">monica.penders@screenact.com.au</a></p> |
| <b>Item 5.</b> | <b>Form of Acknowledgement</b><br><i>See clause 8.1</i>    | <p>(1) The Recipient must ensure that:</p> <p>(a) all materials referred to in clause 8.1 are branded under ScreenACT; and</p> <p>(b) the ScreenACT logo, the ACT Government logo and the Brand Canberra logo are displayed on all materials.</p> <p>(2) For the purposes of Item 5(1) the Territory grants to the Recipient a royalty free, non-exclusive and limited licence, to use the Territory's logo and the Brand Canberra logo for the purposes of complying with this Deed.</p>                                                                                                                                                                           |
| <b>Item 6.</b> | <b>Recipient's Insurance</b><br><i>See clause 10.1</i>     | <p>(1) Public liability insurance: \$10 million (in respect of each claim).</p> <p>(2) Professional indemnity insurance: \$5 million (in respect of each claim) and \$5 million (in the annual aggregate).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

The Recipient must maintain the professional indemnity insurance coverage required under this **Item 6** for an additional period of six years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.

## SCHEDULE 2

### THE FUNDED ACTIVITY

The Recipient must perform the Funded Activity as set out below with the aim of achieving the Key Performance Indicators set out in Schedule 2 Item 5.

#### **Item 1 Marketing and Promotion**

- (1) Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.
- (2) Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).
- (3) Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.
- (4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.

#### **Item 2. Industry development**

- (1) Assist ACT practitioners develop screen projects.
- (2) Assist external practitioners develop screen projects in the ACT.
- (3) Establish and maintain information on ACT screen capability, including locations, cast and crew.
- (4) Promote the ACT's interests in national creative industry development initiatives.
- (5) Encourage and support new entrants to the sector.

#### **Item 3. Professional development**

- (1) Establish and deliver a professional development program.
- (2) Facilitate mentorships for ACT practitioners in local productions.
- (3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events (e.g. AIDC, SPAA).

#### **Item 4. Reporting**

Without affecting the Recipient's obligations under any other clause of this Deed, the Recipient must provide to the Territory within 30 days after each of 31 December and 30 June in the Grant Period and within 30 days after the expiration or termination of this Deed the following:

- (1) a written report that provides a summary of the outcomes achieved under the headings:
  - (a) Marketing and promotion
  - (b) Industry development
  - (c) Professional development
- (2) a financial report of the expenditure of the Grant; and
- (3) key performance indicator statistics associated with the provision of the Funded Activity (Item 5).

**Item 5. Key Performance Indicators**

Schedule 2 Reference	Indicator	6 Months to 31 Dec 2014	6 Months to 30 June 2015	Total 2014-2015
		Target	Target	Target
Item 1 (4)	Newsletters [number of]	5	5	10
Item 2 (1) and (2)	Screen projects developed [number of]	12	12	24
Item 3 (1)	Professional development courses/workshops [number of]	5	5	10
Item 3 (1)	Professional development participants [number of]	50	50	100
Item 3 (2)	Mentorships [number of]	12	12	24
Item 3 (3)	Practitioners supported [number of]	6	6	12
Item 4 (1) (a)	Written reports [number]	1	1	2
Item 4 (1) (b)	Financial reports [number]	1	1	2
Item 4 (1) (c)	Key performance indicator update [number]	1	1	2

## SCHEDULE 3

### SPECIAL CONDITIONS

*See clause 15.10*

#### **Item 1. Privacy of Personal Information**

##### **1.1 Personal Information**

In this Deed, Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

##### **1.2 Employee awareness**

The Recipient must ensure that each person engaged in performance of the Funded Activity by the Recipient requiring access to any Personal Information held in connection with this Deed:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Recipient to take disciplinary action against the person.

##### **1.3 Reasonable requests, directions and guidelines**

The Recipient must, in respect of any Personal Information held in connection with this Deed, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

##### **1.4 Handling of complaints**

A complaint alleging an interference with the privacy of an individual in respect of the Funded Activity (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Recipient of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Recipient receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with **paragraphs (1) or (2)** above, it will keep the Recipient informed of all progress with the Complaint concerning the actions of the Recipient.

### **1.5 Survival of Item**

This Item survives the expiry or earlier termination of this Deed.

## **Item 2. No assignment or subcontracting**

- (1) The Recipient must not subcontract the performance of the Funded Activity or assign the whole or part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Recipient or a company that controls the Recipient (except a company listed on an Australian stock exchange) is taken to be an assignment.
- (3) For the purposes of paragraph (2), “control” includes:
- (a) the direct or indirect holding of more than 50% of the share capital of a corporation;
  - (b) the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:
    - (i) directly or indirectly control the membership of the board of directors of the corporation; or
    - (ii) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

## **Item 3 Governance**

The Recipient must establish and maintain appropriate governance arrangements so as to effectively manage ScreenACT including but not limited to staffing, reporting, financial management, facilities and administration.

DATE OF THIS DEED ..... 26 June ..... 2014

SIGNED as a Deed for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY )  
Signature of Territory delegate

in the presence of:  
[Redacted]  
Signature of witness

IAN COX  
Print name

Debbie Hutter  
Print name

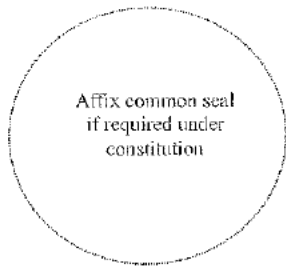
SIGNED as a Deed for and on behalf of )  
ACT SCREEN INDUSTRY ASSOCIATION )  
LIMITED ACN 166 155 120 )  
in accordance with section 127 of the )  
Corporations Act 2001: )

[Redacted]  
Signature of director/secretary

[Redacted]  
Signature of director

Michael Teal.  
Print Name

SCOTT CHAMBERLAN  
Print name





# DEED OF VARIATION

**Dated**

13/10/2014

**Parties**

**AUSTRALIAN CAPITAL TERRITORY**

**ACT SCREEN INDUSTRY  
ASSOCIATION LIMITED ACN 166 155  
120**

**VARIATION OF DEED OF GRANT –  
DELIVERY OF SCREENACT PROGRAM**

**Prepared by**

ACT Government Solicitor  
Level 6, 12 Moore St  
Canberra ACT 2601  
Ph: 6205 2766  
Ref: KH:626027

**Version**

FINAL – 26.9.14

**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate.

**ACT Screen Industry Association Limited ACN 166 155 120** of Unit 116, Level 1, 24 Lonsdale Street in Braddon, ACT 2612 (**Recipient**).

## BACKGROUND

- A. The Territory and the Recipient executed a deed on or about 26 June 2014 in relation to the delivery of the ScreenACT Program (**Deed**).
- B. Clause 14 provides for variations to the Deed to be made only by the written agreement of the parties.
- C. The parties have agreed to vary the Deed in accordance with the terms of this Deed of Variation.

**IT IS AGREED** by the parties as follows.

### 1. Interpretation and Governing Law

- (1) Unless the context requires or it is otherwise specified in this Deed of Variation, any words used in this Deed of Variation that are defined in the Deed have the same meaning for the purpose of this Deed of Variation.
- (2) This Deed of Variation is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

### 2. Effective Date

The variations to the Deed described in this Deed of Variation take effect on the date of this Deed of Variation.

### 3. Parties Rights Reserved

Notwithstanding any other provision of this Deed of Variation, clauses of this Deed of Variation do not affect the rights and obligations of the parties arising or accruing under the Deed prior to the date on which this Deed of Variation takes effect.

### 4. Variation

The parties agree that Attachment A (which includes Attachment 1) to this Deed of Variation is to be added as Schedule 4 to the Deed.

EXECUTED AS A DEED ON 13 OCTOBER 2014

**SIGNED, SEALED AND DELIVERED** )  
for and on behalf of the **AUSTRALIAN** )  
**CAPITAL TERRITORY** )  
in the presence of:



Signature of Territory delegate



Signature of witness

IAN COO

Print name

Debbie Hilton

Print name

**SIGNED, SEALED AND DELIVERED** )  
for and on behalf of )  
**ACT SCREEN INDUSTRY** )  
**ASSOCIATION LIMITED ACN 166 155** )  
**120**



Signature of director

in the presence of:



SCOTT CHAMBERLAIN

Print name

Signature of ~~director~~ secretary\*  
\*DELETE whichever is not applicable (see note below)

Victor Willis

Print name



**Note:**

**Date:** Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

**Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Consultant's constitution.

**Attachment A****SCHEDULE 4****USE OF TRADE MARK****Item 1 Definitions**

In this Schedule 4, the following definitions apply unless the context otherwise requires:

- (1) 'Purpose' means for the purposes of exercising all of the Recipient's rights, and performing all of the Recipient's obligations, in respect of the Funded Activity;
- (2) 'Symbol' means the symbol denoting a registered trade mark being ®;
- (3) 'Term' means the Grant Period, as defined in the Deed; and
- (4) 'Trade Mark' means Trade Mark 1067544, "ScreenACT the ACT Government Office of Film, Television and Digital Media" "Various size discs for rhombus, concentric, 2 rounded-corners" as detailed in Attachment 1.

**Item 2 Grant of Licence**

The Territory grants to the Recipient a non-exclusive, fee-free licence for the Term to use the Trade Mark for the Purpose.

**Item 3 No Assignment**

The Recipient will not assign the whole or part of its rights in respect of the Trade Mark without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

**Item 4 Ownership of Trade Mark**

Any intellectual property rights in the Trade Mark is, and remains, the property of the Territory, and the Trade Mark must only be dealt with by the Recipient in accordance with this Deed, or as otherwise agreed in writing by the Territory.

**Item 5 Limitations on Use of Trade Mark**

The Recipient:

- (1) must not sublicense, resell or loan the whole or part of the Trade Mark without the prior written consent of the Territory; and
- (2) must not use the Trade Mark for any purpose outside the scope of the Purpose.

**Item 6 Delivery of Trade Mark to the Territory**

On expiration or earlier termination of this Deed, all rights granted to the Recipient in respect of the Trade Mark will immediately terminate, and the Recipient must immediately cease to use the Trade Mark in any manner whatsoever.

**Item 7 Disputes**

- (1) During the Term the Recipient must:
  - (a) immediately advise the Territory of any dispute, litigation, or threat of litigation which may involve the Trade Mark; and
  - (b) for the purposes of this **Item 7(1) Schedule 4**, provide to the Territory on its request copies of any documents or other material, including legal advice, relating to any dispute or litigation.
- (2) The Territory reserves the right to determine, at its absolute discretion, the course of action to be taken with respect to any disputes, litigation or threat of litigation which involve the Trade Mark.

**Item 8 No liability**

- (1) The Recipient acknowledges that:
  - (a) it uses the Trade Mark at its own risk; and
  - (b) the Territory has made no representation, given no undertaking and made no promises in relation to the nature, suitability for any purpose or quality of the Trade Mark.
- (2) The Territory is not liable for, or in respect of, any loss, damage or injury directly or indirectly arising from the provision of the Trade Mark or the use made of the Trade Mark by the Recipient or from any other reason whatsoever.

**Item 9 Use of Symbol**

The Recipient must ensure the Symbol is placed near the Trade Mark on all material that includes the Trade Mark.

## ATTACHMENT 1

**Trade Mark : 1067544**

**Word:** SCREENACT THE ACT GOVERNMENT OFFICE OF  
FILM, TELEVISION AND DIGITAL MEDIA

**Image:** VARIOUS SIZE DISCS FORM  
RHOMBUS, CONCENTRIC, 2 ROUNDED-CORNERS

**Lodgement Date:** 01-AUG-2005

**Registered From:** 01-AUG-2005

**Date of Acceptance:** 29-AUG-2005

**Acceptance Advertised:** 01-DEC-2005

**Registration Advertised:** 30-MAR-2006

**Entered on Register:** 13-MAR-2006

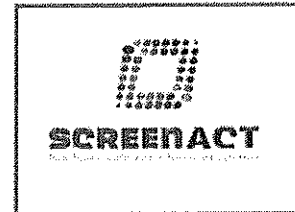
**Renewal Due:** 01-AUG-2015

**Class/es:** 35

**Status:** Registered/Protected - Renewal Due

**Kind:** n/a

**Type of Mark:** Composite



**Owner/s:** **Australian Capital Territory**  
c/o The  
Department of Economic Development  
220 Northbourne Avenue  
BRADDON ACT 2612  
AUSTRALIA

**Address for Service: ScreenAction**  
PO Box 243  
CIVIC SQUARE ACT 2608  
AUSTRALIA

**Goods & Services**

**Class 35:** Local government council management and administration

**Indexing Details - Word Constituents**

=ACT	ACT
DIGITAL	FILM
GOVERNMENT	LTR
MEDIA	OFFICE
SCREEN	SCREENACT
TELEVISION	

<b>Indexing Details - Image</b>	<b>Constituents</b>
CONCENTRIC	DISC+
FOUR-SIDED+	RHOMBUS+
ROUND+	ROUNDED-CORNER+
TWO	



## Economic Development Directorate – ACTSIA Report

### Delivery of ScreenACT Program July-December 2014

#### INTRODUCTION

The ACT Screen Industry Association (ACTSIA) took over the management of ScreenACT from the Canberra Business Council (CBC) on 1 July 2014. This date signified a new era for ScreenACT, following five years of incredible growth and success under the auspices of CBC.

Five years ago the current Director of ScreenACT, Monica Penders, took on the job she now occupies. The organisation consisted of one desk in the corner of the CBC office floor, and a total funding budget derived exclusively from the Economic Development Directorate (EDD). Since then organisation has flourished, developing seven sources of income by building partners with Screen Australia, other state agencies, a membership and PLI insurance initiative and nationally respected suite of professional development programs.

As well as growing the partnerships within the screen industry and our constituents, ScreenACT has also strengthened its ties with both the ACT government and the private sector. The harnessing of these two economic spheres has allowed ScreenACT to leverage that crucial government support into something with a far larger impact. Preparations to separate from the CBC began in 2013, with the consensus among the industry and CBC that an independent model would best allow ScreenACT to continue serving the needs of the industry.

The 5 years of hard work culminated recently with the premiere of the *Locks of Love* film through the Anthology Feature POD, the production of *Me and My Mates vs The Zombie Apocalypse* from the Low Budget Feature POD, and the critical and commercial success of the TV series *The Code* – that were all funded through the ACT Screen Investment Fund (ACTSIF). These success stories demonstrate that the ACT screen industry has evolved into a viable and exciting new economic sector that can offer new job and business opportunities.

These success stories are also the result of ScreenACT's comprehensive strategy to build capacity and develop talent that can feed the ACT's growing number of screen businesses. ScreenACT's professional development program has cultivated ACT's emerging screen practitioners, exposing them to a professional standard that will prepare them for employment with larger companies like production house WildBear (formally Bearcage), or emerging companies like post-production service provider Silversun Pictures.

This industry growth has been driven by the introduction of the ACTSIF, which has worked in unison with ScreenACT's day-to-day activities to provide the financial springboard to launch the industry into the future. Through the efforts of those within the EDD, the Fund was able to create a framework to grow the industry. These efforts are now starting to bear real fruit, with the commercial success of *The Code* promising to provide a return on investment while helping build the ACT's profile and reputation within the national screen industry. An ongoing pipeline of production activity is now potentially at hand, and ScreenACT is ready to take advantage of every opportunity to ensure this happens.



## ITEM 1 – MARKETING AND PROMOTION

(1) **Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.**

The ACT screen industry has enjoyed a massive increase in recognition and standing during the reporting period. The broadcast of the 6-part TV series *The Code* on ABC in September/October announced to the national screen industry, as well as the wider viewing audience, that Canberra is unique and striking location for film and television productions that boasts a range of competitive and professional production and post-production services and crew. As a result of the series selling into a dozen international markets, the program will also help strengthen Canberra's reputation globally.

ACTSIA was also successful in licencing the brand ScreenACT from the ACT Government in order to trade under this name. This has further consolidated ScreenACT's position as the central point of contact for all screen activity in the ACT, and clarified any confusion in the market place.

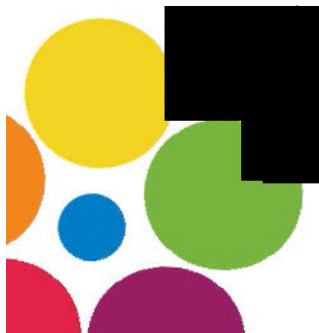
(2) **Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).**

ScreenACT has been quick to capitalise on *The Code's* critical and commercial success, fielding a succession of enquires by interstate productions interested in Canberra as major location. This increase in interest only serves to demonstrate the industry's potential to sustain an ongoing workflow of small-to-medium productions. However, the 2014-2015 ACT budget did result in the ACT Screen Investment Fund (the Fund) not being renewed. Various discussions with EDD resulted in an agreement for intermediary funding measures created to finance a limited number of high priority film/TV projects during the current financial year. ScreenACT's Director Monica Penders provided crucial advice and leadership during this period to ensure that interested productions (both local and interstate) were suitably educated on the Fund's importance and continued relevance to the industry, helping maintain the Fund's national reputation going forward.

(3) **Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.**

The reporting period also included the confirmation from Screen Australia that they will no longer fund the state Screen Network organisations (this includes NSW, SA, QLD, VIC, WA and TAS). This decision did not directly affect ScreenACT because neither the ACT nor the NT receives any direct federal funding through this initiative. However, this funding withdrawal, coupled with Screen Australia's decision to wind down its professional development program arm, provides an excellent opportunity for ScreenACT to establish a new funding arrangement with Screen Australia that recognises the ACT as a screen industry deserving of financial support and investment.

Looking beyond Screen Australia, ScreenACT has also developed its involvement with other state agencies through regular meetings and discussions on potential collaborations. Sharing resources with other states can be an effective way of



bolstering the amount of opportunities available to our constituents. ScreenACT has also been in contact with the National Film & Sound Archive (NFSA) during their organisational restructuring, and is keen to explore future collaborations that can take advantage of the NFSA's resources and networks.

**(4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.**

Throughout the reporting period ScreenACT has distributed a fortnightly newsletter that updates the mailing list on all ScreenACT activities, as well as funding opportunities, local events and news, in addition to important industry trends and information. These newsletters are supplemented with ScreenACT's social media outlets and targeted NewsFlash campaigns. However, it was acknowledged that our marketing strategy requires a major overhaul to keep pace with the demands of the growing industry. With the aid of an Enterprise Connect grant, ScreenACT has organised a marketing plan workshop with a ACT based marketing firm to develop a comprehensive marketing strategy that will look to deliver practical measures for targeting specific market segments for our products and services.

The Enterprise Connect grant has also helped finance the creation of a brand new ScreenACT website/business portal that will include online booking and administration systems to boost productivity and streamline business processes. The website is expected to launch in early February 2015. Until this changeover occurs the current website will be maintained to ensure a smooth transition.

## **ITEM 2 – INDUSTRY DEVELOPMENT**

**(1) Assist ACT practitioners develop screen projects.**

Nineteen applications were received for the 2014 round of the ACT Screen Development Fund, with a total of 10 deemed of a high standard. This is an increase of 3 applications on last year's funding round. Of the 10 shortlisted projects 6 were awarded funding.

Since 2013 the development funds have been structured as a non-recourse loan, which means if a funded project goes into production the funding becomes repayable. If the project does not make it through to production repayment of the funding is not required. The decision to do this has been made in line with an overall strategy to make the Development Fund more reflective of wider industry standards.

Another practitioner that received development support was Sotiris Doukonis for his feature film project *Joe Cinque's Consolation*. Writer/Director Sotiris Doukonis adapted the script from the Helen Gardner novel of the same name. The project has received long-term support from ScreenACT, having received project film funding in 2009. ScreenACT Director Monica Penders has been advising on the financing options available to the production team. The production is awaiting confirmation of financial investment from the ACT government (in conjunction with Screen Australia and private investors), and is slated to shoot in April 2015. This is a great result for Sotiris, whose professional reputation was given a huge boost recently with a win at the Toronto International Film Festival (the first ACT filmmaker to win a premiere



international film festival). The project is a great example of a ScreenACT supported project coming through the development process as a strong, commercially viable package that has attracted the requisite investment.

**(2) Assist external practitioners develop screen projects in the ACT.**

Location information and services were handled by Project Manager Victor Willis, who ensured all local and visiting productions were fully briefed on what requisite permits are required for their particular shoot. Victor also provided location-scouting services to a number of film and TVC productions as part of ScreenACT's ongoing commitment to providing hands-on assistance for productions shooting in the ACT.

**(3) Establish and maintain information on ACT Screen Capability, including locations, cast and crew.**

A location directory, alongside directories for both cast and crew, continued to be maintained on the ScreenACT website. However, as alluded to earlier in the report, the development of the new website will incorporate a custom built database that will enable users to personally edit/modify their free profiles while installing an easy to navigate resource for all members and guests.

**(4) Promote the ACT's interests in national creative industry development initiatives.**

ScreenACT was also active in seeking creative industry partnerships to benefit the development of local screen practitioners. ScreenACT has been in discussions with 'Griffin Accelerator' to adapt their accelerator program model for start-up companies to a film specific program. A presentation to potential investors will be held in early 2015. This program could prove a springboard for local production teams looking to develop their first feature film, with a strong emphasis on the business and commercial realities of filmmaking. The program will also provide a formal structure for private investors from across Australia to channel their interest into local film projects.

**(5) Encourage and support new entrants to the sector.**

ScreenACT also provides an important first point of contact for university and CIT students and recent graduates seeking work in the screen industry. Connecting jobseekers with job opportunities, and giving guidance on how best to present themselves to break into the industry has been an ongoing priority. These conversations have also been extended to AIE game developer graduates as the ScreenACT office looks to deepen its involvement with that sector of the screen industry. Support of new entrants into the screen industry is also the genesis of ScreenACT's low-cost public liability insurance scheme. This offering was continued throughout the reporting period, providing valuable coverage to emerging filmmakers from the ACT and nation-wide. ScreenACT also has developed a competitive internship program with two interns (one from UC and one from CIT), working for a semester to gain important industry contacts and experience.



### ITEM 3 – PROFESSIONAL DEVELOPMENT

#### (1) Establish and deliver a professional development program.

ScreenACT completed two of its signature POD programs during the reporting period. Both programs delivered a feature film with a theatrical distribution deal in place. This outcome has helped develop hundreds of local screen practitioners in a variety of roles. For a brief overview please see the next page:

#### ANTHOLOGY FEATURE FILM – LOCKS OF LOVE

The July – December 2014 reporting period saw the completion of the Anthology Feature Film POD (*Locks of Love*). What began as an ambitious professional development program has, over the course of two years, far exceeded our expectations. The initiative has been the highlight of ScreenACT’s professional development program to date, and has garnered massive interest from the media, as well as other state agencies and industry groups, for its ingenuity and professional outcomes. The premiere of the feature film was held in late-November and provided the perfect showcase event for our brightest emerging talent.

ScreenACT managed the final stages of post-production on each individual short film, alongside producing partner Silversun Pictures. Teams were guided through final picture grading, as well as a comprehensive sound mix, to allow them a chance to learn and engage fully in the demanding process. Individual sessions between Silversun team members and each of film’s core production team were arranged to ensure the process remained collaborative and educational. These sessions were informed by the final ‘technical’ screening for key personnel on 22 July 2014.

Preparations for the film premiere screenings in November required each individual producer to work closely with ScreenACT and the feature film’s legal representatives to ensure chain of title was properly established. This proved a massive learning exercise for the producers, who needed to be educated upon the legal complexities of distributing a feature film. This process was further illuminated by the film’s distributor John L Simpson (Titan View) who imparted valuable insight to the teams on the commercial realities of film distribution.

#### LOW BUDGET FEATURE POD – ME AND MY MATES VS THE ZOMBIE APOCALYPSE

The reporting period also delivered professional development outcomes for participants of the Low Budget Feature POD, which began in late 2012. The program provided extensive development on 10 feature film projects. Of these 10 projects, one team successfully applied for funding through the ACTSIF to help finance their film *Me and My Mates vs The Zombie Apocalypse*, a horror/comedy that stars Jim Jefferies (*Legit*) and comedian Alex Williamson. ScreenACT provided ongoing support throughout the different phases of the production and post-production, helping the production team navigate its way through their first feature film.



## ACTIVITY HIGHLIGHTS

- Anthology Feature POD 'Locks of Love' | Ongoing | 11 teams
- Script Reading & Assessment Service | Ongoing | 6 participants
- Office Internship Program | Ongoing | 2 participants
- ACT Screen Development Fund Information Session | 10/7/14 | 42 participants
- 'Locks of Love' Technical Screening | 22/07/14 | 69 viewers
- 'Locks of Love' Grade & Sound Sessions | 2 Days | 33 participants
- CSFF Directing Master Class with David Caesar | 20/09/14 | 19 participants
- Screen Industry Trade Delegation Information Session | 12/11/14 | 6 participants
- Meet & Greet with Sally Caplan (Head of Production – Screen Australia) | 26/11/14 | 6 participants
- 'Locks of Love' Premiere Event Screening | 29/11/14 | 420 viewers
- SPA Conference 2014 – Screen Forever Registration Grants | 2 recipients

### (2) Facilitate mentorships for ACT practitioners in local productions

*Locks of Love* provided the framework to deliver a number of mentorship opportunities to the core production teams on each film. Working with industry professionals in post-production (picture and sound), distribution and producing allowed for teams to get hands-on work experience on best practice for delivering a product that's of a commercial standard.

### (3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events (for example AIDC, SPAA).

Local filmmakers [REDACTED] and [REDACTED] successfully applied for registration grants to this year's SPA Conference (Screen Forever) in Melbourne (17-19 Nov). Both filmmakers were selected upon their strong slate of film/TV projects in current development. Screen Forever allows screen practitioners to broaden their knowledge and experience of the marketplace in order to development future projects with marketplace appeal.

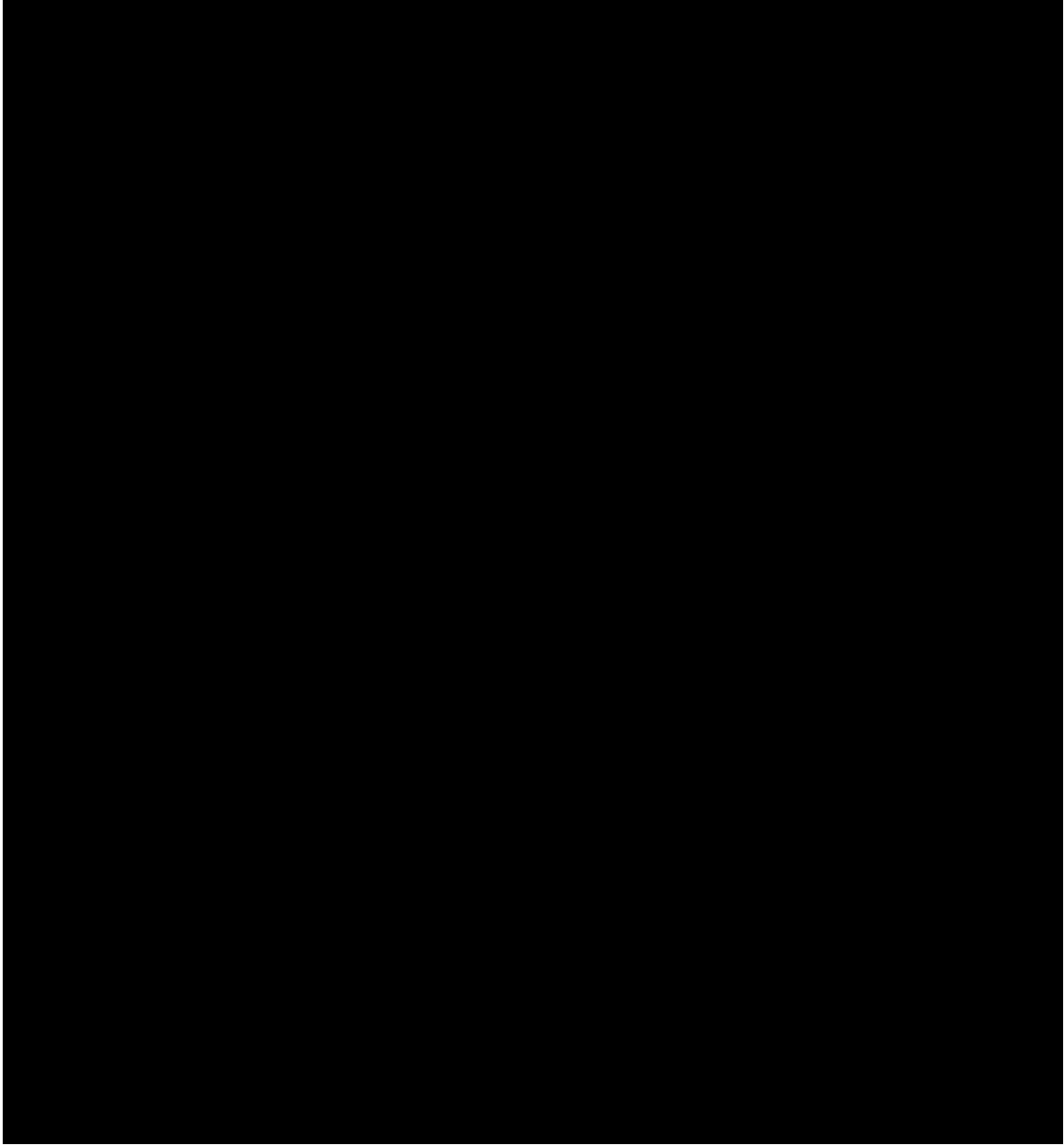


**ITEM 5 – KEY PERFORMANCE INDICATORS**

Schedule 2 Reference	Indicator	6 Months to 31 December 2014	6 Months to 31 December 2014
		Target	Achieved
Item 1 (4)	Newsletters	5	8
Item 1 (1) and (2)	Screen Projects Developed	12	15
Item 3 (1)	Professional Development Courses/Workshops	5	9
Item 3 (1)	Professional Development Numbers	50	56
Item 3 (2)	Mentorships	12	14
Item 3 (3)	Practitioners Supported	6	9
Item 4 (1) (a)	Written Reports	1	1
Item 4 (1) (b)	Financial Reports	1	1
Item 4 (1) (c)	Key Performance Indicator Update	1	1



**Financial Report**  
ACT Screen Industry Association (ACTSIA)  
Delivery of the ScreenACT Program  
1 July 2014 to 31 December 2014





## Economic Development Directorate – ACTSIA Report

### Delivery of ScreenACT Program January-June 2015

#### INTRODUCTION

The ACT Screen Industry Association (ACTSIA) completed its first year managing the ScreenACT program on 30 June 2015, which has proven a year of fantastic growth and promise. Through strong partnerships with number of companies, government agencies and private organisations, ScreenACT has pulled together a strong network of talent and resources that trigger the potential to bring significant change and prosperity to the ACT screen industry.

Many of these partners are joining forces on the ScreenACT Accelerator program series. This program began in mid-June, and will include support from the Griffin Accelerator initiative, Silversun Pictures, Academy of Interactive Entertainment, Odin's Eye Entertainment, Screen Australia, Capital Angels and the ACT Government. This assembly of partners has helped produce a truly unique development program that brings the marketplace to the very front of feature film development. These connections to the market have been forged over a series of trade delegations to overseas markets in the past 2 years. Understanding the global audience is an important step towards developing a niche product for the global market that will sell.

Closer to home, the ACT will be hosting two major television productions in August and September this year. *The Code* will be shooting Season 2 in late August, and follows the huge success of the first series. The Canberra-based series was beamed into 12 different international market places, and showcased the ACT as a viable production location to viewers across the globe. ScreenACT's connections with production company Playmaker Media were also strengthened earlier in the year when *The Code* writer/creator Shelley Birse hosted our inaugural Writers' Room initiative.

Also filming next month is *Secret City*, the FOXTEL series to be produced by Matchbox Pictures. The majoring of the shoot will take place in the ACT across a 5-week schedule. This is the largest television production to visit Canberra, and promises a string of important crew and paid attachment roles for local screen practitioners.

These two interstate productions follow hotly on the heels of *Joe Cinque's Consolation*, a feature film that shot completely in the ACT. This production is an example ScreenACT's desire to build the right industry infrastructure that can support a constant pipeline of local production.

Through the Accelerator programs, development of strong market ties and leveraging increased funding from both government and private sector bodies, ACTSIA has amplified the impact of the ScreenACT program on the local industry. Through targeted measures ACTSIA management of ScreenACT will continue to grow the screen sector for the benefit of local screen practitioners and businesses.

## ITEM 1 – MARKETING AND PROMOTION

(1) **Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.**

ScreenACT has continued to be the first point of contact for screen industry activity in the ACT. During the reporting period ScreenACT Director Monica Penders led a trade delegation to the Hong International Film Festival that comprised a total of 9 of the 14 Australian participants at the market. The visit proved very fruitful, and ScreenACT was able to secure the commitment of Michael Favelle (Odin's Eye Entertainment) to support the ScreenACT Accelerator program series.

ScreenACT has benefited hugely from the delegation's presence, and delegate member Cindy Li has recently signed two significant MOU's with Chinese-based production companies, which have the potential to deliver a massive economic impact with 50 million in production. As a result of the delegation (and the previous 4 market visits through Trade Connect program) the ACT has national and international reputation has grown.

(2) **Provide advice on ACT and national programs that support the screen sector, including the ACT Screen Investment Fund (ACTSIF).**

ScreenACT continues to field weekly enquires from interstate productions seeking to produce their next project in the ACT. ScreenACT's Director Monica Penders has helped connect production teams with ACT Government funding, ensuring all financing options are understood by each respective party while maintaining the ACT's profile nationally.

To date, there are three major productions shooting in the ACT during the 2015 calendar year, all of which received investment from the ACT Government. All three productions will have a significant impact on building capacity, in addition to the direct economic impact. These interstate productions have also proven the local industry's capacity to support major shoots, and supports the notion that the ACT is ready to support locally-produced films and TV series going forward. This industry goal will, however, require ongoing ACT Government support in terms of grants/investment into production if the overall scheme is to work.

(3) **Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.**

During the reporting period ScreenACT was able to secure a funding commitment from Screen Australia for the delivery of Accelerator POD. Discussions with the federal screen body have also been positive on the prospect of regular Screen Australia funding for the ScreenACT program.

Accelerator POD was open to writers/producers from across the country, and ScreenACT made a concentrated effort to market the program to potential interstate participants. ScreenACT visited AFTRS (Sydney) and RMIT (Victoria) to promote the Accelerator initiative, and has drawn 14 interstate participants to the program. This has cemented Accelerator POD as a nationally recognised program



that identifies the ACT as the place for talented filmmakers to kick-start their careers.

ScreenACT has also strengthened ties with the key industry associations and guilds. ScreenACT partnered with Screen Producers Australia (SPA) during the ACT Screen Industry Delegation's visit to the Asian film markets to ensure access to the SPA's networks, and to collectively push a pro-ACT agenda.

ScreenACT has also maintained a professional dialogue with the Australian Writers Guild (AWG) during the development and implementation of the Accelerator POD. The protection of participants' rights has been paramount, and securing the support and approval of the AWG has added legitimacy to the program.

**(4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.**

Throughout the reporting period ScreenACT has distributed a fortnightly newsletter that updates the mailing list on all ScreenACT activities, as well as funding opportunities, local events and news, in addition to important industry trends and information. These newsletters are supplemented with ScreenACT's social media outlets and targeted NewsFlash campaigns. This promotion campaigns are frequent, and we've increased the subscription number handsomely in the past 6 months. ScreenACT now has over 1000+ "likes" on Facebook.

The reporting period also saw the final development and testing phase of ScreenACT's new business portal. With a launch date imminent, the new website promises a greater level of interactivity with our users. This will help us grow industry networks, and push creative and business collaborations. This was partially funded through Enterprise Connect.

## **ITEM 2 – INDUSTRY DEVELOPMENT**

**(1) Assist ACT practitioners develop screen projects.**

The ACT is well represented this year in SPA's highly competitive ONES TO WATCH, with local producers Cindy Li and Christian Doran selected for the program. Cindy Li and Christian Doran will spend the next four months being mentored by some of the industry's most accomplished producers. Through one-on-one guidance and direction by their mentor, participants will develop their projects, increase their professional networks and prepare pitches for SCREEN FOREVER.

Cindy Li (JIA Films) was part of the ACT Screen Industry Trade Delegation that visited the Hong Kong Film Market earlier this year, and has received ongoing mentorship from Monica Penders. Cindy, along with partner SilverSun Pictures, recently signed a MOU with Yuezhong Pictures to develop and co-produce multiple feature films and other screen projects over the next decade. The deal has the potential to deliver 50 million dollars worth of production in the ACT over the next decade.

Christian will also



be celebrating the Canberra premiere of *Me and My Mates vs The Zombie Apocalypse* later this month (25 July) that he produced alongside Daniel Sanguinetti, who have both received valuable development on their slate of future film and TV projects. This later project has come through the ScreenACT Low Budget Feature Pod program.

Other screen practitioners have also received project development during the reporting period. Clare Young recently received Screen Australia funding from the Hot Shots program to assist in completing the proof of concept short "The Deep End". This film has previously received funding from the ACT Screen Development Fund, and Monica Penders has advised Clare on the project's Screen Australia application.

Local writer/director Sotiris Doukounis finished production on his debut feature film *Joe Cinque's Consolation* last month. Sotiris won best short at Toronto and St Kilda for his critically acclaimed film *A Single Body* earlier this year, and has received extensive mentoring from ScreenACT. We've provided support during the development and financing of the project, and have provided assistance wherever possible. The film is currently in post-production, with a premiere date set for early 2016. [REDACTED] also received mentoring guidance during the production from Monica Penders.

Project development during the January-June period also includes the projects that are currently funded by the ACT Screen Development Fund for 2014. Grant recipients have a year to develop a commercially viable project in accordance to the terms of their application.

**(2) Assist external practitioners develop screen projects in the ACT.**

Location information and services were handled by Project Manager Victor Willis, who ensured all local and visiting productions were fully briefed on what requisite permits are required for their particular shoot. Victor also provided location-scouting services to a THE CODE production, and helped facilitate access to the Canberra International Airport for a potential shoot at that location.

**(3) Establish and maintain information on ACT Screen Capability, including locations, cast and crew.**

A location directory, alongside directories for both cast and crew, continued to be maintained on the ScreenACT website. However, following next week's website launch, ScreenACT will be able to update and improve the directories database. Users will be able to create and edit individual profiles that promote their skills and businesses. Included in the business portal, individuals will be able to submit and edit funding applications, and keep a complete archive of all development activities taken through ScreenACT. This heightened capability will greatly reduce administration man-hours while improving our communication channels with our constituents.



**(4) Promote the ACT's interests in national creative industry development initiatives.**

ScreenACT was also active in seeking creative industry partnerships to benefit the development of local screen practitioners. ScreenACT has been successful in partnering with 'Griffin Accelerator' to adapt their accelerator program model for start-up companies to a film specific program. A presentation to potential investors will be held in early 2015. This program will be a springboard for local production teams looking to develop their first feature film, with a strong emphasis on the business and commercial realities of filmmaking. The program will also provide a formal structure for private investors from across Australia to channel their interest into local film projects.

**(5) Encourage and support new entrants to the sector.**

ScreenACT's Accelerator POD was designed to welcome screen practitioners from all levels, and offer them the chance at high-level development to advance their projects and skill-sets in targeted development processes. All of ScreenACT's initiatives similarly embrace all newcomers to engage with ScreenACT and the wider screen community, and help develop new talent that will push the industry forward in years to come.

**ITEM 3 – PROFESSIONAL DEVELOPMENT**

**(1) Establish and deliver a professional development program.**

ScreenACT completed Phase 1 of the Accelerator POD during the reporting period. This initiates a larger, long-term sequence of programs that will ultimately produce market-ready feature film projects that can be financed, produced and post-produced in the ACT. This program, alongside the Writers Room and the Screen Industry Trade Delegation, formed ScreenACT's focus for the Jan-June period. For a brief overview of the programs see below:

**WRITERS' ROOM WITH SHELLEY BIRSE**

The ScreenACT Writers' Room for 2015 was a program that was developed in partnership with Playmaker Media, and secured Shelley Birse (writer/creator of *The Code*) to facilitate the 3-day workshop. The 7 successful applicants participated in a high-level concept development program that simulated the writers' room experience, providing a hothouse environment to push their TV projects forward with a heavy emphasis on marketplace potential.

Feedback from the participating writers has been overwhelmingly positive, and the group has continued to provide support to one in the intervening months. Shelley was also very complimentary of the group, and has indicated she will like to continue supporting the writers in whatever way she can. ScreenACT has continued discussions with Shelley on how to develop a formal framework to structure this support.

The Writers' Room also lends itself to being a repeatable model that ScreenACT can adapt and repurpose for future programs. Discussions on what these programs will



look like have already begun, and it's hoped ScreenACT can secure [REDACTED] as a facilitator for a second workshop in early 2016.

### ACCELERATOR POD – PHASE 1

The first of the four POD phases took place between 12–15 June, with the next phases to run across the next 3 months. At the end of the POD up to four projects will be selected to enter Screen Accelerator where they will receive \$25,000 worth of services to commercialise their project. Forty-two people are undertaking POD, including 7 from Victoria and 7 from NSW. Screen Australia has contributed \$40,000 via the Talent Escalator initiative to help run the program.

The Accelerator POD puts the “show back into the biz” and provides a pool of projects to be considered for Screen Accelerator (which has been funded up to \$100,000 by Griffin Accelerator). The long-term plan is for Screen Accelerator projects to go through Canberra Virtual Studio and be funded, produced and post-produced in the ACT.

The Pod is being facilitated by Karel Segers, with Michael Favelle from Odin's Eye and Lisa Garner, a very experienced independent marketing consultant, being heavily involved in the process. [REDACTED] was a special guest speaker at the most recent POD phase with [REDACTED] talking to the group via Skype.

### TRADE CONNECT – HONG KONG FILM MARKET

There were only 14 participants from Australia at this market and 9 of them were from the ACT. The delegation was included as part of the SPA trade mission and therefore received a substantial amount of local publicity. This was a very successful trade mission for a number of the participants and has put us on the radar with SPA as well as with international distributors.

At this market we were also able to further the Canberra Virtual Studio initiative by attaching an international sales agent, Odin's Eye International. We also received interest from 7 international distributors of genre films.

### ACTIVITY HIGHLIGHTS

- Accelerator POD Phase 1 | Ongoing | 42 Participants
- Writers Room with Shelley Birse | 3 days | 7 Participants
- Meeting with Screen Australia's Indigenous Department [REDACTED] | 11 February | 1 Participant
- Script Reading & Assessment Service | Ongoing | 4 participants
- ScreenACT Internship Program | Ongoing | 3 participants
- ScreenACT Work Experience Program | Ongoing | 3 participants
- ACTSIA/ScreenACT EXPO 2015 | 6 May | 80 attendees
- Screen Industry Trade Delegation 2015 | 5 days | 10 participants
- NET-WORK-PLAY Registration Grants | 2 recipients



**(2) Facilitate mentorships for ACT practitioners in local productions**

ScreenACT has ensured that a series of key paid attachment roles will be made available in all three major film and TV productions that have (and will) shoot in Canberra this year.

**(3) Provide financial assistance to ACT practitioners to support attendance at professional development and marketing events**

Local filmmakers Kris Kerehona and Alice Taylor successfully applied for registration grants to the inaugural NET-WORK-PLAY conference (presented by AIDC) in Adelaide (23-25 February 2015). Both filmmakers were selected upon their strong slate of documentary projects in current development. NET-WORK-PLAY allows screen practitioners to broaden their knowledge and experience of the marketplace in order to development future projects with strong marketplace appeal. The conference also introduced marketers, start-ups and digital providers to the mix in order to encourage new creative collaborations.

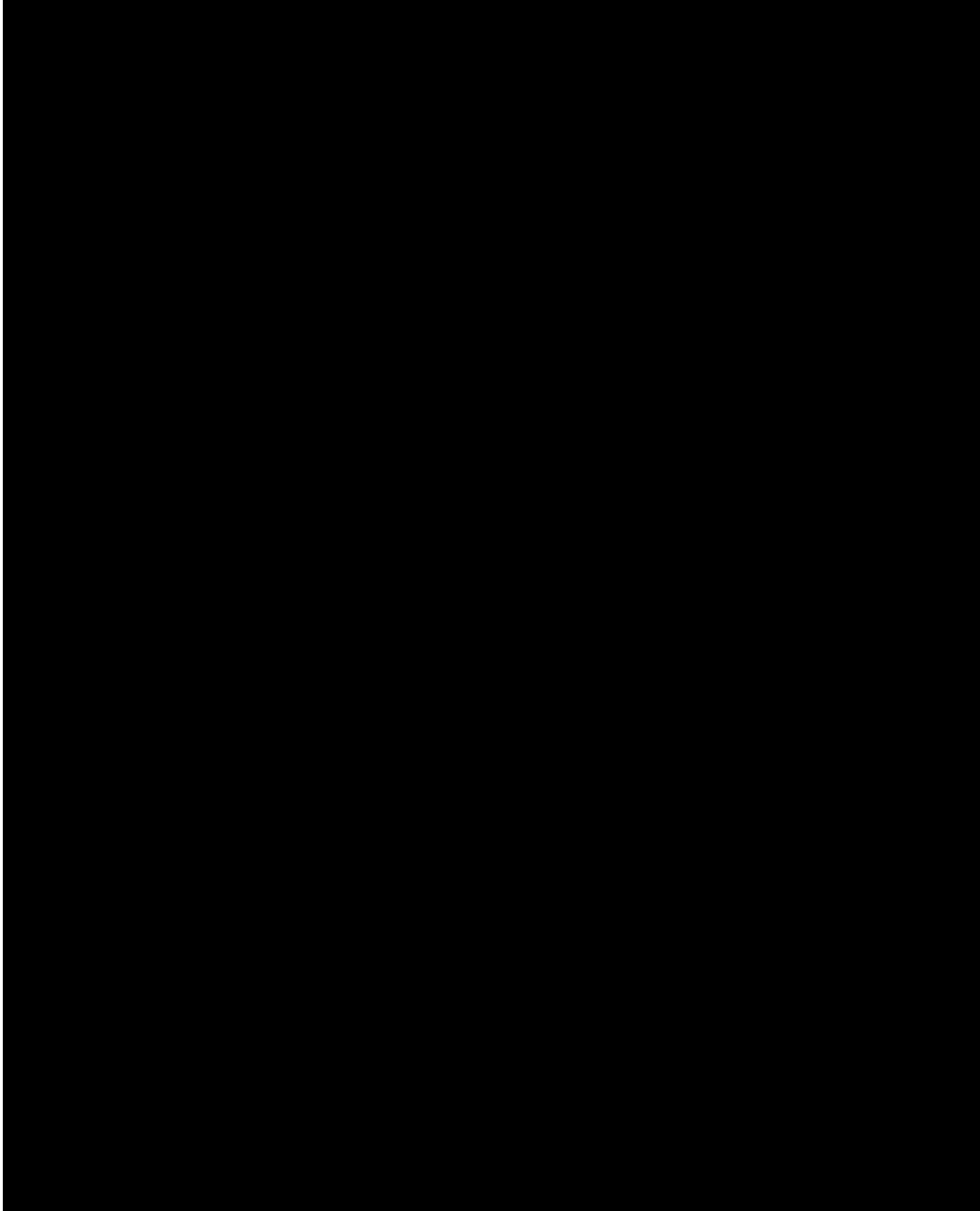
ScreenACT also help facilitate a Screen Industry Trade Delegation to the Hong Kong Film Market, MIPTV and China. For more information on this program please refer to Item 3.1 (page 6).

**ITEM 5 – KEY PERFORMANCE INDICATORS**

Schedule 2 Reference	Indicator	6 Months to 30 June 2015	6 Months to 30 June 2015
		Target	Achieved
Item 1 (4)	Newsletters	5	21
Item 1 (1) and (2)	Screen Projects Developed	12	13
Item 3 (1)	Professional Development Courses/Workshops	5	5
Item 3 (1)	Professional Development Numbers	50	53
Item 3 (2)	Mentorships	12	13
Item 3 (3)	Practitioners Supported	6	9
Item 4 (1) (a)	Written Reports	1	1
Item 4 (1) (b)	Financial Reports	1	1
Item 4 (1) (c)	Key Performance Indicator Update	1	1



**Financial Report**  
ACT Screen Industry Association (ACTSIA)  
Delivery of the ScreenACT Program  
1 January 2015 to 30 June 2015



**ACT**  
Government

Economic Development

**AUSTRALIAN CAPITAL TERRITORY**

# DEED OF GRANT

**Dated**

22 July 2015

**Parties****AUSTRALIAN CAPITAL TERRITORY****ACT SCREEN INDUSTRY  
ASSOCIATION LIMITED  
ACN 166 155 120****Activity****DELIVERY OF SCREENACT  
PROGRAM****Prepared by**Innovation, Trade and Investment  
Chief Minister, Treasury and Economic Development  
Directorate  
Level 5, Canberra Nara Centre  
1 Constitution Avenue  
Canberra ACT 2601**Version**

Final

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate,

**ACT SCREEN INDUSTRY ASSOCIATION LIMITED**  
**ACN 166 155 120** of Unit 116, Level 1, Mode 3 Building,  
 24 Lonsdale Street Braddon, ACT, 2601 (**Recipient**).

## BACKGROUND

- A. The Recipient has applied to the Territory for a grant to deliver ScreenACT, an industry development program for the Territory.
- B. The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

**IT IS AGREED** by the parties as follows.

## 1. Interpretation

### 1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

**Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 4 Schedule 1**, or as notified in writing from time to time by one party to the other.

**Funded Activity** means the activity described in **Schedule 2**.

**Grant** means the amount specified in **Item 2 (1) Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

**Grant Material** means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

**Grant Period** means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

- GST** has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).
- Invoice** means an invoice that:
- (1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
  - (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
  - (3) sets out or is accompanied by any other details or reports required under this Deed; and
  - (4) is rendered at the times specified in **Item 7 Schedule 2** (if any) and addressed to the Territory's Contract Officer.
- Special Condition** means any provision set out in **Schedule 3**.
- Territory** means:
- (1) when used in a geographical sense, the Australian Capital Territory; and
  - (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

## 1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) “include” is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. Payment and Use of Grant**

### **2.1 Payment of Grant**

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

### **2.2 Use of Grant**

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Grant Period.

## **3. Grant Period**

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## **4. Separate accounting for Grant**

### **4.1 Separately account for Grant**

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

### **4.2 Bank account**

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
  - (a) the details of that account, and
  - (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

## **5. GST**

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST

Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## **6. Records**

### **6.1 Obligation to keep records**

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
  - (a) expenditure of the Grant,
  - (b) other money received and spent on the Funded Activity,
  - (c) the progress of the Funded Activity, and
  - (d) any other records in respect of the Funded Activity,
 that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

### **6.2 Access**

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:
  - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
  - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

### **6.3 Territory's Auditor-General**

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## **7. Reporting of progress and expenditure**

### **7.1 Monitoring reports**

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

## **7.2 Other notifications**

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## **8. Acknowledgement of Funding**

### **8.1 Acknowledgement of Territory support**

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 5 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### **8.2 Other obligations**

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:
  - (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
  - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## **9. Intellectual Property Rights**

### **9.1 Ownership of Grant Material**

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

### **9.2 Licence to Territory**

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

### **9.3 Meaning of "use"**

For the purpose of **clause 9**, "use" includes supply, reproduce, publish,

perform, communicate, broadcast, adapt and copy.

## **10. Insurance and Indemnity**

### **10.1 Recipient's insurance**

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 6 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 6 Schedule 1**,

with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

### **10.2 Indemnity**

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## **11. Termination of Grant**

### **11.1 Breach**

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
  - (a) commence the Funded Activity in a timely manner,
  - (b) undertake the Funded Activity diligently, or
  - (c) meet any timeframes specified in this Deed; or

- (3) commits any other breach of a provision of this Deed, where that breach:
- (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
  - (b) is not capable of being remedied.

### **11.2 Termination or reduction of funding for any reason**

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

### **11.3 No prejudice**

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## **12. Refund of Grant**

### **12.1 Repayment of unacquitted funds**

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

### **12.2 Meaning of unacquitted funds**

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

## **13. Dispute Resolution**

### **13.1 Negotiation and Mediation of Dispute**

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they

will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.

- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

### **13.2 No prejudice**

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## **14. Variation**

### **14.1 Variation to Funded Activity**

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

### **14.2 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## **15. General**

### **15.1 No assignment**

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### **15.2 Conflict of interest**

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of

conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### **15.3 No employment, partnership or agency relationship**

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### **15.4 Entire Agreement**

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

### **15.5 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

### **15.6 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

### **15.7 Compliance with laws and governing law**

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

### **15.8 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;

- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### **15.9 Forms and statements**

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

#### **15.10 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

#### **15.11 Survival of clauses**

**Clauses 6, 7.1, 10.2 and 12** will survive the expiration or earlier termination of this Deed.

## SCHEDULE 1

### GRANT DETAILS

**Item Grant Period** From 1 July 2015 to 30 June 2016  
**1.** *See clauses 1.1 and 3*

**Item Grant** (1) Grant: \$275,000 (GST inclusive)  
**2.** *See clauses 1.1 and 2.1* (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following table:

Instalment	When invoice may be rendered.
\$137,500.00	On commencement of this Deed.
\$137,500.00	On receipt of the report required under Schedule 1 Item 3 in respect of the Funded Activity performed during the period 1 July 2015 to 31 December 2015.

(3) Except if otherwise stated in this Deed, the Grant is:

- (a) payable within 30 days of receipt by the Territory of an Invoice; and
- (b) inclusive of GST and all other taxes, duties and charges.

**Item Reporting and**  
**3. Acquittal**  
*See clause 7.1*

The Recipient is required to submit reports as follows:

Reporting for the Funded Activity performed during the period:	Report for that period due by:
1 July 2015 to 31 December 2015	31 January 2016
1 January 2016 to 30 June 2016	31 July 2016

- |                |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 4.</b> | <b>Contact Officers</b><br><i>See clauses 1.1 and 15.8</i> | <p>For the Territory:</p> <p>Glen Hassett<br/>Senior Manager, Innovation<br/>Innovation, Trade and Investment Branch<br/>Chief Minister, Treasury and Economic Development<br/>Directorate<br/>ACT Government<br/>GPO Box 158<br/>CANBERRA CITY ACT 2601</p> <p>Ph: 02- 6205 5346<br/>Email: <a href="mailto:Glen.Hassett@act.gov.au">Glen.Hassett@act.gov.au</a></p> <p>For the Recipient:</p> <p>Monica Penders<br/>Chief Executive Officer<br/>ACT Screen Industry Association Limited<br/>Canberra Technology Park Block A, Room 209<br/>49 Phillip Avenue, Watson ACT 2602</p> <p>Ph: 02-6162 5172<br/>Email: <a href="mailto:monica.penders@screenact.com.au">monica.penders@screenact.com.au</a></p> |
| <b>Item 5.</b> | <b>Form of Acknowledgement</b><br><i>See clause 8.1</i>    | <p>(1) The Recipient must ensure that:</p> <p>(a) all materials referred to in clause 8.1 are branded under ScreenACT; and</p> <p>(b) the ScreenACT logo, the ACT Government logo and the Brand Canberra logo are displayed on all materials.</p> <p>(2) For the purposes of Item 5(1) the Territory grants to the Recipient a royalty free, non-exclusive and limited licence, to use the Territory's logo and the Brand Canberra logo for the purposes of complying with this Deed.</p>                                                                                                                                                                                                                   |
| <b>Item 6.</b> | <b>Recipient's Insurance</b><br><i>See clause 10.1</i>     | <p>(1) Public liability insurance: \$10 million (in respect of each claim).</p> <p>(2) Professional indemnity insurance: \$5 million (in respect of each claim) and \$5 million (in the annual aggregate).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

The Recipient must maintain the professional indemnity insurance coverage required under this **Item 6** for an additional period of six years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.

## SCHEDULE 2

### THE FUNDED ACTIVITY

The Recipient must perform the Funded Activity as set out below with the aim of achieving the Key Performance Indicators set out in Schedule 2 Item 5.

#### **Item 1 Marketing and Promotion**

- (1) Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.
- (2) Provide advice on ACT and national programs that support projects in the screen sector.
- (3) Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.
- (4) Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.

#### **Item 2. Industry development**

- (1) Assist ACT practitioners to develop screen projects.
- (2) Assist in the delivery of the government's screen production funding to projects.
- (3) Establish and maintain information on ACT screen capability, including locations, cast and crew.
- (4) Promote the ACT's interests in national creative industry development initiatives.

#### **Item 3. Professional development**

- (1) Implement a targeted professional development program.
- (2) Facilitate attachments/mentorships for ACT practitioners in local productions that are supported by government screen production funding.

#### **Item 4. Reporting**

Without affecting the Recipient's obligations under any other clause of this Deed, the Recipient must provide to the Territory within 30 days after each of 31 December and 30 June in the Grant Period and within 30 days after the expiration or termination of this Deed the following:

- (1) a written report that provides a summary of the outcomes achieved under the headings:
  - (a) Marketing and promotion
  - (b) Industry development
  - (c) Professional development
- (2) a financial report of the expenditure of the Grant; and
- (3) key performance indicator statistics associated with the provision of the Funded Activity (Item 5).

### Item 5. Key Performance Indicators

Schedule 2 Reference	Indicator	6 Months to 31 Dec 2015	6 Months to 30 June 2016	Total 2015-2016
		Target	Target	Target
Item 1 (3)	Networking events attended [Number of]	3	3	6
Item 1 (4)	Newsletters [number of]	12	12	24
Item 1 (4)	ScreenACT followers of Facebook, Twitter [Number of ]	1000	100	1100
Item 2 (1)	Screen projects supported [number of]	5	5	10
Item 3 (1)	Professional development programs delivered [number of]	1	0	1
Item 3 (1)	Professional development participants [number of]	40	-	40
Item3 (2)	Mentorships delivered [number of]	7	0	7
Item 4 (1) (a)	Written progress reports [number]	1	1	2
Item 4 (1) (b)	Financial reports [number]	1	1	2
Item 4 (1) (c)	Key performance indicator update [number]	1	1	2

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

*See clause 15.10*

#### **Item 1. Privacy of Personal Information**

##### **1.1 Personal Information**

In this Deed, Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

##### **1.2 Employee awareness**

The Recipient must ensure that each person engaged in performance of the Funded Activity by the Recipient requiring access to any Personal Information held in connection with this Deed:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Recipient to take disciplinary action against the person.

##### **1.3 Reasonable requests, directions and guidelines**

The Recipient must, in respect of any Personal Information held in connection with this Deed, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

##### **1.4 Handling of complaints**

A complaint alleging an interference with the privacy of an individual in respect of the Funded Activity (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Recipient of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Recipient receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with **paragraphs (1) or (2)** above, it will keep the Recipient informed of all progress with the Complaint concerning the actions of the Recipient.

### **1.5 Survival of Item**

This Item survives the expiry or earlier termination of this Deed.

## **Item 2. No assignment or subcontracting**

- (1) The Recipient must not subcontract the performance of the Funded Activity or assign the whole or part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Recipient or a company that controls the Recipient (except a company listed on an Australian stock exchange) is taken to be an assignment.
- (3) For the purposes of paragraph (2), “control” includes:
- (a) the direct or indirect holding of more than 50% of the share capital of a corporation;
  - (b) the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:
    - (i) directly or indirectly control the membership of the board of directors of the corporation; or
    - (ii) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

## **Item 3 Governance**

The Recipient must establish and maintain appropriate governance arrangements so as to effectively manage ScreenACT including but not limited to staffing, reporting, financial management, facilities and administration.

## SCHEDULE 4

### USE OF TRADE MARK

#### Item 1 Definitions

In this Schedule 4, the following definitions apply unless the context otherwise requires:

- (1) 'Purpose' means for the purposes of exercising all of the Recipient's rights, and performing all of the Recipient's obligations, in respect of the Funded Activity;
- (2) 'Symbol' means the symbol denoting a registered trade mark being ®;
- (3) 'Term' means the Grant Period, as defined in the Deed; and
- (4) 'Trade Mark' means Trade Mark 1067544, "ScreenACT the ACT Government Office of Film, Television and Digital Media" "Various size discs for rhombus, concentric, 2 rounded-corners".

#### Item 2 Grant of Licence

The Territory grants to the Recipient a non-exclusive, fee-free licence for the Term to use the Trade Mark for the Purpose.

#### Item 3 No Assignment

The Recipient will not assign the whole or part of its rights in respect of the Trade Mark without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

#### Item 4 Ownership of Trade Mark

Any intellectual property rights in the Trade Mark is, and remains, the property of the Territory, and the Trade Mark must only be dealt with by the Recipient in accordance with this Deed, or as otherwise agreed in writing by the Territory.

#### Item 5 Limitations on Use of Trade Mark

The Recipient:

- (1) must not sublicense, resell or loan the whole or part of the Trade Mark without the prior written consent of the Territory; and
- (2) must not use the Trade Mark for any purpose outside the scope of the Purpose.

#### Item 6 Delivery of Trade Mark to the Territory

On expiration or earlier termination of this Deed, all rights granted to the

Recipient in respect of the Trade Mark will immediately terminate, and the Recipient must immediately cease to use the Trade Mark in any manner whatsoever.

#### **Item 7 Disputes**

- (1) During the Term the Recipient must:
  - (a) immediately advise the Territory of any dispute, litigation, or threat of litigation which may involve the Trade Mark; and
  - (b) for the purposes of this **Item 7(1) Schedule 4**, provide to the Territory on its request copies of any documents or other material, including legal advice, relating to any dispute or litigation.
- (2) The Territory reserves the right to determine, at its absolute discretion, the course of action to be taken with respect to any disputes, litigation or threat of litigation which involve the Trade Mark.

#### **Item 8 No liability**

- (1) The Recipient acknowledges that:
  - (a) it uses the Trade Mark at its own risk; and
  - (b) the Territory has made no representation, given no undertaking and made no promises in relation to the nature, suitability for any purpose or quality of the Trade Mark.
- (2) The Territory is not liable for, or in respect of, any loss, damage or injury directly or indirectly arising from the provision of the Trade Mark or the use made of the Trade Mark by the Recipient or from any other reason whatsoever.

#### **Item 9 Use of Symbol**

The Recipient must ensure the Symbol is placed near the Trade Mark on all material that includes the Trade Mark.

DATE OF THIS DEED ..... 22 July ..... 2015

SIGNED as a Deed for and on behalf of the AUSTRALIAN CAPITAL TERRITORY )  
 ) .....  
 ) Signature of Territory delegate

in the presence of:

.....  
Signature of witness

.....  
Print name

.....  
Print name

SIGNED as a Deed for and on behalf of ACT SCREEN INDUSTRY ASSOCIATION LIMITED ACN 166 155 120 )  
 ) .....  
 ) Signature of ~~director~~/secretary  
in accordance with section 127 of the )  
Corporations Act 2001: )

.....  
Signature of director

.....  
Print Name

.....  
Print name





29 January 2016

Mr Glen Hassett  
Senior Manager, Innovation  
Innovation, Trade and Investment Branch  
Chief Minister, Treasury and Economic Development Directorate  
ACT Government  
GPO Box 158  
Canberra City ACT 2601

Dear Glen,

Re: Six Monthly Report and Financials for ScreenACT Program

Please find attached the narrative report against the KPIs and financials for the first six-month period of the 2015-2016 financial year.

Highlights from the reporting period include:

- Accelerator POD (Feature Development Program) Completed
- WebiPOD (Webseries Development Program) Phases 1 & 2 Completed
- DocoPOD (Documentary Development Program) Completed
- Two major television productions shooting in the August-September period
- Two producers selected for Screen Australia's Indigenous Producers Initiative
- 9 Production Attachments secured

We would like to thank the ACT Government for their continued support of the ACT screen industry.

Kind Regards,



---

Monica Penders  
CEO  
ACT Screen Industry Association





## Economic Development Directorate – ACTSIA Report

### Delivery of ScreenACT Program July-December 2015

#### INTRODUCTION

The ACT Screen Industry Association (ACTSIA) entered its second year of managing the ScreenACT program on 1 July 2015, and oversaw a very important 6 months in the local screen industry's development. It could be said that this past reporting period has been one of the busiest and most productive with two major interstate productions being produced in the ACT (*The Code Series II* and *Secret City*) as well as local feature films *Salt Bridge* and *Blue World Order*. *Joe Cinque's Consolation* is currently in post, and ScreenACT has been heavily involved in giving feedback and tracking the completion of the film. Those projects that received ACT Government funding also included paid attachments that have further increased the value of the investment.

*Me & My Mates Vs. The Zombie Apocalypse*, the film that was developed through ScreenACT's Low Budget Feature Pod, has enjoyed the most successful release on the Tugg Platform with over 30 theatrical screenings across the country. This film is now set for a UK release and was also accepted into Sitges in Spain – the most prestigious horror film festival in the world. This is a great outcome for the first feature to come through ScreenACT's development initiatives.

The profile of the local industry is at an all time high with a regular stream of enquiries from interstate productions wishing to shoot in the Capital region. The ACT is starting to make a name for itself as a Territory that supports low budget features as well as partial shoots for high-end TV series that are set in the federal/political spheres.

On the low budget feature front, our latest development initiative Accelerator POD has been a huge success attracting 14 interstate participants. ScreenACT has been instrumental in the set up of Canberra Virtual Studio (CVS), which is a partnership between Silversun Pictures, AIE and Chamberlains Law. CVS is an innovative production model that promises to grow the industry, create sustainable jobs and build businesses in the local screen sector. Four films a year will be made through this system with strong market attachment as the strategic lynch pin. ScreenACT was also influential in facilitating the partnership between Griffin Accelerator and CVS to raise \$100,000 in private development funding.

The interest for the second Accelerator POD is high, and the program is expected to take place in mid-2016. ScreenACT/ACTSIA are also working closely with AIE to look at turning this into a Diploma accredited course to attract more students and offer industry based training opportunities.

ScreenACT/ACTSIA are also focused on our local indigenous filmmakers, with 2 locals out of 11 from around the country being selected for the prestigious Screen Australia Indigenous Production initiative. And the seeds have been sown to look at gender equality in the local industry with initial discussions taking place on what this may look like. With all this taken into consideration we expect the next six months to be even busier, capitalising on these recent successes.



## ITEM 1 – MARKETING AND PROMOTION

(1) **Promote ScreenACT as the central point of contact for screen industry activity in the ACT and Capital Region.**

ScreenACT has firmly established itself as the first point of contact for all screen industry activity in the ACT. During the reporting period ScreenACT provided ongoing support to visiting TV drama productions *The Code Season 2* and *Secret City* that included assistance with casting sessions, promoting paid positions within the productions, arranging attachments and location services.

ScreenACT has also been working in consultation with local government agencies to improve location filming in the ACT by streamlining processes and strengthening communication channels between the relevant stakeholders. ScreenACT has brought on location consultants to help build a 'Film Friendly' business environment and further work on the local industry's current and long-term infrastructure needs.

(2) **Provide advice on ACT and national programs that support projects in the screen sector.**

ScreenACT plays an important role in updating both the industry, and the larger ACT screen community, on relevant programs and initiatives that support projects in the screen sector. The selection of two emerging producers in both the *Ones to Watch* and *Indigenous Producers Initiative* programs is a testament to the hands-on support ScreenACT offers local filmmakers looking to secure places in national programs that provide career pathways.

(3) **Establish and maintain relationships with industry stakeholders, including government screen agencies, national cultural institutions and film festivals.**

The growth of the ACT screen industry has been the direct result of the strong relationships ScreenACT has built with industry stakeholders. An example of this network building was ScreenACT's recent trip to SPA's annual 'Screen Forever' conference in Melbourne. During the trip CEO Monica Penders was able to persuade Screen Australia CEO Graeme Mason to meet with the ACT Chief Minister to discuss the industry's future potential, and how the ACT can play a bigger role going forward.

The visit also allowed for in-depth discussions with [REDACTED] that encouraged the producer to consider [REDACTED] for the primary location in his next film. The possibility of the post-production being completed in the ACT was also examined during these talks. ScreenACT Project Manager also used the conference to strengthen ties with the leading industry professionals to deliver future development programs.

ScreenACT has also maintained strong working relationship with the Canberra International Film Festival (CIFF), partnering on a number of events including ScreenMesh – a networking event that connected industry professionals within the ACT. CEO Monica Penders also sat on a number of industry panel discussions throughout the festival that looked at international co-productions and industry development programs amongst various topics.



- (4) **Disseminate information of interest to the screen sector via (for example) website, newsletters and social media.**

Throughout the reporting period ScreenACT has distributed a regular newsletter that updates the mailing list on all ScreenACT activities, as well as funding opportunities, local events and news, in addition to important industry trends and information. These newsletters are supplemented with ScreenACT's social media outlets and targeted NewsFlash campaigns. These promotion campaigns are frequent, and we've increased the engagement rate on all communication platforms.

The reporting period also witnessed the launch of the new ScreenACT website, which is a crucial piece of infrastructure that will greatly boost our ability to engage with industry players across local, nation and international lines.

## ITEM 2 – INDUSTRY DEVELOPMENT

- (1) **Assist ACT practitioners develop screen projects.**

The ACT is well represented this year in Screen Australia's 2015-2016 Indigenous Producer Initiative, which local producers [REDACTED] both selected for the program [REDACTED] will spend the 12 months being mentored by some of the industry's most accomplished producers in addition to accessing exclusive workshops and industry events.

[REDACTED] She has developed a number of projects including a horror film through ScreenACT's Accelerator POD program. Now, with assistance from ScreenACT and Screen Australia, [REDACTED] will be involved in a long-term attachment with leading production company Matchbox Pictures that will push [REDACTED] development to the level.

[REDACTED] is a talent writer/director with strong background in short film production. However, securing a place in the Indigenous Producer Initiative has strengthened [REDACTED] resolve to develop his capabilities as a producer. [REDACTED]

Another recipient of a Producer Attachment with Matchbox Pictures is [REDACTED] has been developing a number of animated TV projects, accessing development through WebiPOD and market exposure at the last year's Trade Mission to Hong Kong. [REDACTED] [REDACTED] has attracted production and financing partners from three countries, and she will look to sure up these commitments in 2016.

[REDACTED] Other screen practitioners have also received project development are [REDACTED]



[REDACTED] In the recent round of the ACT Screen Arts Fund both writers received funding towards script development as they manoeuvre the projects towards an application with Screen Australia. This was an unexpected but very welcome outcome for Accelerator POD.

**(2) Assist in the delivery of the government's screen production funding to projects.**

CEO Monica Penders assisted the ACT Government in the revision of funding guidelines to improve the economic impact of productions that shoot locally and receive government funding. [REDACTED]

Other interested parties include the national broadcaster ABC, who approached ScreenACT to discuss the prospect of shooting a TV series that is set exclusively in the ACT. This is a sign of industry's burgeoning reputation as a uniquely qualified location for high-end television. Matchbox Pictures has also flagged the prospect of producing a second series of *Secret City* in the ACT.

CEO Monica Penders has also been involved in overseeing the completion of the ACTSIF funded project *Joe Cinque's Consolation*, which is now deep into its post-production. Monica has offer feedback on rough cuts when they arrive, and has keep in contact with all the relevant stakeholders to ensure the film is delivered without any undue complications. Monica will also be attending a preview screening of the current edit in Sydney on 8 February 2016.

**(3) Establish and maintain information on ACT Screen capability, including locations, cast and crew.**

A location directory, alongside directories for both cast and crew, were relaunched on the new ScreenACT website. Users are now able to create and edit individual profiles that promote their skills and businesses. The new website also facilitated the recent ACT Screen Arts Fund, offering users the opportunity to submit and edit funding applications in addition to keeping a complete archive of all their development activities taken with ScreenACT. This heightened capability will greatly reduce administration man-hours while improving our communication channels with our constituents.

**(4) Promote the ACT's interests in national creative industry development initiatives.**

CEO Monica Penders attends every quarterly CEO meetings with Screen Australia and the other State agencies to ensure ScreenACT is included in all discussions on policy and important issues at a national level including participation on federal initiatives including Gender Matters, Indigenous, Documentary and Enterprise initiatives. The CEO is also in regular contact with Screen Australia regarding funding opportunities and to promote ACT talent and projects.



### ITEM 3 – PROFESSIONAL DEVELOPMENT

#### (1) **Implement a targeted professional development program.**

For a brief overview of the development programs completed during the reporting period see below:

#### **WEBIPOD WITH MIKE JONES (PHASE 1) – July 2015**

WebiPOD (Web Series Development Program) Phase 1 ran in early July, and was a huge success. Course facilitator Mike Jones (Head of development at Portal Entertainment) designed an in-depth course program that introduced participants to new development strategies for working in online media, and how to create episodic narratives for a Web Series.

#### **AUDIENCE ENGAGEMENT WORKSHOP WITH LAUREL PAPWORTH (WEBIPOD PHASE 2) – October 2015**

ScreenACT hosted a 2-day practical workshop (31 Oct & 1 Nov) with audience engagement expert Laurel Papworth on how to develop new strategies to engage, build and retain audiences online. Ten participants joined Laurel Papworth for the workshop, which focused on specific audience engagement strategies – with a special emphasis on how to employ social media as an effective analysis and community-building tool. Overall feedback from the participating group was very positive. The skills and insights offered by Laurel perfectly complemented the story-based component provided in WebiPOD Phase 1.

#### **ACCELERATOR POD – PHASES 2-4 (July-October)**

Accelerator POD was a 3-month feature film development program that attracted up-and-coming talent from across Australia. Forty-two participants began the program in June, with 7 members from VIC, 7 from NSW, and the remaining contingent from the ACT. Thirty-nine writers completed the 3-month course, with 31 delivering a presentation at the Nation Film and Sound Archive on 4th and 5th September for the chance to progress to Pre Accelerator and, ultimately, Accelerator and Canberra Virtual Studios (CVS). The outcomes for all the participants have been massive, providing them a unique insight into how to develop commercially viable projects through contact with key market players at the concept stage.

[REDACTED]

[REDACTED]

[REDACTED] CTSIA/ScreenACT also brought the Pre Accelerator group together last year (26 October) to present and meet the equity investors who have put money into Screen Accelerator. The team at CVS has also recently given feedback to all the writers in the Accelerator, with a number of very strong projects that look likely contenders to



enter Accelerator over the next year. The first project to enter Accelerator has been chosen.

### **DOCOPOD WITH SUSAN MACKINNON**

Documentary producer Susan MacKinnon (*Paul Kelly – Stories of Me, Life in Movement, The Oasis*) visited Canberra in late August to run ScreenACT's DocoPOD, a 2-day intensive course aimed at giving filmmakers the necessary skills to develop their documentary idea into a solid project with strong market potential. Across the two-days participants were walked-through everything from how to develop an idea, how to pitch your project to commissioning editors, and how and where to apply for funding.

Documentary filmmaker Steve Westh (*Desert War*) also attended the workshop, and added significant insight into the craft of writing and directing documentary films. During DocoPOD participants also had the opportunity to share their documentary ideas with Susan and Steve, and receive expert feedback.

### **ACTIVITY HIGHLIGHTS**

- Accelerator POD Phase 2-4 | July-September | 42 Participants
- Pre Accelerator | October-January | 9 Participants
- WebiPOD with Mike Jones | 3-5 July | 19 Participants
- DocoPOD | 29-30 August | 11 Participants
- Audience Engagement Workshop | 31 Oct - 1 Nov | 10 Participants
- ScreenMesh – Networking Event | November | 50 Participants
- Script Reading & Assessment Service | Ongoing | 2 participants
- ScreenACT Internship Program | Ongoing | 1 participant
- ScreenACT Work Experience Program | Ongoing | 2 participants
- ScreenACT Trivia Night | December | 60 participants
- ACT Screen Arts Fund | December | 9 Grant Recipients

## **(2) Facilitate attachments/mentorships for ACT practitioners in local productions that are supported by government screen production funding.**

### **Outline attachments for Secret City and Code 2\***

ScreenACT has facilitated 7 attachments during the reporting period with productions that received funding from the ACT Government:

#### *Secret City – Matchbox Pictures*

- [REDACTED] – Producer Attachment
- [REDACTED] - Production Runner Attachment
- [REDACTED] - Costume Department Attachment=

#### *Code\* (Season 2) – Playmaker Media*

- [REDACTED] – Costume Department Attachment
- [REDACTED] – Production Runner Attachment



- [REDACTED] – Sound Department Attachment
- [REDACTED] – Camera Department Attachment

\*It is also pleasing to note that a number of paid crew positions on *The Code* Season 2, *Secret City* and *Joe Cinque's Consolation* were filled by people who had previously held attachment roles – proving the effectiveness of the Attachment Program at building professional skills and networks that provide future employment.

Examples include [REDACTED] who both worked on *Secret City* in Canberra and Sydney, demonstrating their value to the production. Through that work connection [REDACTED]

#### ITEM 5 – KEY PERFORMANCE INDICATORS

Schedule 2 Reference	Indicator	6 Months to 30 June 2015	6 Months to 30 June 2015
		Target	Achieved
Item 1 (3)	Networking Events Attended	3	9
Item 1 (4)	Newsletters	5	25
Item 1 (4)	ScreenACT followers of Facebook, Twitter	1000	1780
Item 2 (1)	Screen Projects Supported	5	10
Item 3 (1)	Professional Development Programs Delivered	1	10
Item 3 (1)	Professional Development Participants	40	131
Item 3 (2)	Mentorship Delivered	7	9
Item 4 (1) (a)	Written Reports	1	1
Item 4 (1) (b)	Financial Reports	1	1
Item 4 (1) (c)	Key Performance Indicator Update	1	1





**Economic Development Directorate - Delivery of ScreenACT Program:**  
1 July 2015 – 31 December 2015 Expenditure Report

