



Australian Government



AUSTRALIA-KOREA  
FOUNDATION

[Insert date]

[Insert name and address of Recipient]

Dear [insert]

**Funding for [insert activity]**

The Commonwealth, represented by the Australia-Korea Foundation (AKF) which is part of the Department of Foreign Affairs and Trade ABN 47 065 634 525 (DFAT) agrees to provide [insert Recipient's details including ABN/ACN] (Recipient) with funding on the terms of this letter.

<p><b>1. Activity</b></p>	<p>The Recipient:</p> <ul style="list-style-type: none"> <li>(a) must undertake the activity (<b>Activity</b>) as described in the Recipient's application for funding dated [insert date of application – this date should be the date the application was signed by the Recipient] (<b>Application</b>);</li> <li>(b) acknowledges and agrees that the Application forms an integral part of this agreement; a copy of which is attached to this agreement; and</li> <li>(c) must not make any substantial changes to the scope of the Activity without the prior written agreement of DFAT.</li> </ul>
<p><b>2. Funding</b></p>	<ul style="list-style-type: none"> <li>(a) Subject to the terms of this agreement, DFAT will provide the Recipient with \$[insert] (inclusive of GST [change as applicable]) (<b>Funding</b>) on receipt of a valid tax invoice from the Recipient.</li> <li>(b) Unless otherwise agreed by DFAT, the amount specified above is payable four weeks before commencement of the Activity.</li> <li>(c) The Recipient must arrange separate funding for all costs associated with the Activity other than those which DFAT has specifically agreed to fund.</li> <li>(d) The Recipient shall notify DFAT of any alternative or additional source of financial support in respect of the Activity, whether the additional funding has become available before or after the parties signed this</li> </ul>

	<p>agreement.</p> <p>(e) The Funding is personal to the Recipient and must not be used for any other purpose except for the Activity or for anyone else's benefit without DFAT's prior written approval.</p> <p>(f) The Funding is valid for one (1) year only from the date of payment by DFAT to the Recipient. If the Activity cannot be completed and acquitted within one year of payment, the Funding (or any unused part of the Funding) must be repaid to DFAT.</p> <p>(g) Where DFAT has agreed to provide the Funding for a component of a larger project, the Funding shall only be used for the Activity and shall not be transferred to other aspects of the larger project, other than with the prior written agreement of DFAT.</p> <p>(h) The Recipient acknowledges and agrees that it is liable for all taxes, duties (including stamp duty) and government charges imposed or levied in Australia or overseas in connection with this agreement.</p>
<b>3. Timing</b>	<p>The Recipient must commence the Activity by <b>[insert date]</b> and complete the project by <b>[insert date]</b>.</p> <p><b>[Note: the above assumes that the Activity will commence and be completed on a specified day]</b></p>
<b>4. Reports</b>	<p>The Recipient must provide the following reports to DFAT:</p> <p>(a) a written report (when requested by DFAT) detailing progress of the Activity and the Recipient's compliance with the conditions set out in this agreement; and</p> <p>(b) a completed Acquittal Report form within 30 days of completion of the Activity (<b>Attachment A</b>) in accordance with clause 14 below.</p>
<b>5. Special terms</b>	<p>The following special terms apply to this agreement:</p> <p>(a) <b>[insert any special terms and conditions, otherwise insert "not applicable"]</b></p>
<b>6. Publicity</b>	<p>(a) The Recipient must acknowledge the support of the Australia-Korea Foundation (AKF) in all publicity material prepared in relation to the Activity, including in all print and electronic acknowledgements and public statements media. The acknowledgement is to be as follows:</p> <p style="text-align: center;"><i>"The <b>[insert name of Project]</b> is supported by the Commonwealth through the Australia-Korea Foundation of the Department of Foreign Affairs and Trade".</i></p> <p>(b) The acknowledgement must feature prominently in the material, including wherever possible by use of the Australia-Korea Foundation logo.</p> <p>(c) The logo of the Australia-Korea Foundation can be downloaded from the Australia-Korea Foundation's website at <a href="http://www.dfat.gov.au/akf/">http://www.dfat.gov.au/akf/</a></p> <p>(d) The Australia-Korea Foundation's contribution must also be acknowledged in any publicity prepared for exhibitions, sporting fixtures, publication or any event resulting in publicity, including film and publication credits, where this is appropriate.</p> <p>(e) If the Activity involves performances or exhibitions in Korea, the</p>

	<p>Recipient is required to list their event on OzArts Online. Four dates, a basic description of the event/s and a low-resolution digital image should be sent to the editor at <a href="mailto:editor@ozarts.com.au">editor@ozarts.com.au</a>. The description should acknowledge the Funding by the Australia-Korea Foundation and should also ask that the Australia-Korea Foundation's logo is displayed in the listing. Additional photographs and other material such as media releases may also be submitted.</p> <p>(f) Where the Recipient has policies on treatment of sponsors and funding providers that might impinge on their ability to comply fully with the provisions in this clause 6, that policy must be made known to DFAT before the Funding is provided.</p> <p>(g) DFAT or Australia-Korea Foundation may publish the name of the Recipient (including personal information as defined by the <i>Privacy Act 1998</i>) and the amount and purpose of the Funding on its website and in its annual report and share such information with other Commonwealth government departments. The Recipient by executing this agreement consents to the publication and sharing of these details (including personal information).</p>
<b>7. Record-keeping and audit</b>	<p>The Recipient must:</p> <p>(a) keep original records of the expenditure of the Funding; and</p> <p>(b) do all things necessary to allow DFAT to comply with lawful requests from the Auditor General and/or Privacy Commissioner, including allowing the Auditor General or the Privacy Commissioner to inspect, copy or remove documents and access the Recipient's premises.</p>
<b>8. Compliance</b>	<p>The Recipient must:</p> <p>(a) comply with all laws applicable and relevant to the Activity;</p> <p>(b) comply with any reasonable requirements of DFAT, including requests to provide reports or information about the Activity or the expenditure of the Funding; and</p> <p>(c) promptly notify DFAT if it has any reason to believe that it may not be able to carry out or complete the Activity in accordance with this agreement.</p>
<b>9. Insurance</b>	<p>The Recipient is responsible for obtaining any insurance considered necessary or prudent for undertaking the Activity.</p>
<b>10. Intellectual Property</b>	<p>(a) Without affecting the position between the Recipient and a third party, all intellectual property rights in material produced by the Recipient for the purposes of the Activity vests in the Recipient on their creation.</p> <p>(b) The Recipient grants DFAT a permanent, irrevocable, transferable, free, world wide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit the intellectual property rights in material for any purpose other than commercial exploitation.</p> <p>(c) For the purposes of this clause 10, 'material' means any document or material brought into existence as part of, or for the purpose of, the Activity.</p>
<b>11. Withholding funding/</b>	<p>DFAT may:</p> <p>(a) withhold or suspend payment of the Funding to the Recipient; and/or</p>

<b>repayment</b>	(b) require the Recipient at any time to repay all or part of the Funding, if the Recipient is in breach of this agreement or if any statements made in the Application are incorrect, incomplete, false or misleading.
<b>12. Termination by notice</b>	DFAT may terminate this agreement by written notice to the Recipient if the Recipient breaches this agreement or becomes insolvent. No compensation is payable by DFAT for termination under this clause.
<b>13. Termination for convenience</b>	DFAT may terminate this agreement by written notice to the Recipient at any time at DFAT's absolute discretion. The Recipient must take all reasonable steps to mitigate any loss resulting from termination under this clause. DFAT is only liable for reasonable costs incurred by the Recipient that are directly attributable to the termination (but not for any loss of profits or other losses). DFAT may request Recipient to repay Funding (or any unused amount of Funding) if DFAT terminates the agreement in accordance with this clause 13.
<b>14. Recipient's final obligations</b>	<p>In accordance with the requirement of clause 4, the Recipient must within 30 days of completion of the Activity (or if this agreement is terminated, within 30 days of termination):</p> <p>(a) accurately complete the Acquittal Report form and return it to DFAT; and</p> <p>(b) repay any unspent Funding to DFAT.</p> <p>In any event, the Acquittal Report must be completed and submitted to DFAT within 12 months of the date the Funding was paid to the Recipient by DFAT.</p> <p>The Recipient acknowledges and agrees that DFAT may take recovery action against the Recipient to recover all or part of the Funding where the Recipient:</p> <p>(a) does not submit a completed Acquittal Report within the timeframe specified in this agreement; or</p> <p>(b) has not, in the reasonable opinion of DFAT, adequately acquitted the Funding in the Acquittal Report.</p> <p>The Recipient also acknowledges and agrees that a failure to adequately complete and submit the Acquittal Report may result in the Recipient being ineligible to receive funding in the future from DFAT.</p>
<b>15. Assignment</b>	The Recipient must not assign or novate its rights or obligations under this agreement without the prior written approval of DFAT.
<b>16. Applicable Law</b>	This agreement is governed by the laws of the Australia Capital Territory. Each party submits to the non-exclusive jurisdiction of the courts of that territory in respect of all matters arising under, or in relation to this agreement.
<b>17. Contact Persons</b>	<p>The DFAT contact person for the purposes of this agreement is:</p> <ul style="list-style-type: none"> <li>• <i>[insert name, address and contact details]</i>.</li> </ul> <p>The Recipient's contact person is listed in the attached Application.</p>

If these terms and conditions are acceptable to you, please sign and initial the bottom of each page of the two original versions of this agreement and return one original signed version to me by *[insert date]*. This offer will lapse after that date unless otherwise agreed. The other original version of the agreement should be retained by you for your records.

Yours sincerely

[Insert signature block of DFAT signatory]

[Insert on copy:

**Acceptance by Recipient:**

I accept the terms and conditions as set out on this agreement. I agree to undertake the Activity in accordance with this agreement and the Application and agree to provide DFAT with a completed Acquittal Report within the period set out in this agreement.

.....  
Name (please print)

.....  
Signature

.....  
Position (if applicable)

Date: .....]

