



GRANT AGREEMENT

For

DEVELOPMENT – BUSINESS PLAN

between

Applicant

and

Screen NSW

SCHEDULE

1. Date of Agreement	
2. Screen NSW	Screen NSW , a branch of the NSW Department of Justice for and on behalf of the Crown in right of the State of NSW (ABN 11 005 693 553) with its principal office at Level 5, 323 Castlereagh Street, Sydney in the State of New South Wales, 2000
3. Applicant(s)	ABN:
4. Business Plan	A business plan for the Applicant's business known as [INSERT NAME OF BUSINESS] and with the business objectives of [INSERT BUSINESS OBJECTIVES] and utilising [INSERT NAME] as an advisor to advise on and/or prepare the business plan It is expected that the business plan will be completed by [INSERT DATE]
5. Grant	\$
6. Contracts Annexed	[eg. Business Development Consultant]
7. Delivery Materials	<u>Delivery Materials:</u> (a) A copy of the Business Plan (b) Completed Statement of Actual Expenditure (Attachment A – Part B) <u>Delivery Date:</u> Within 14 days of completion of the Business Plan
7. Special Conditions	

GENERAL TERMS AND CONDITIONS

This agreement is made on the date set out in the Schedule.
The parties agree as follows:

BACKGROUND

Screen NSW agrees to pay the Grant to You for the Business Plan on the terms of this agreement.

AGREEMENT

1. Definitions and Interpretation

- (a) All capitalised terms used in this agreement are as defined in this agreement including the Schedule and the General Terms and Conditions.
- (b) In this agreement, except where the context otherwise requires, the following expressions are interpreted as follows:
Budget meant the estimated costs of the Business Plan as set out in Attachment A – Part A.
You means the Applicant(s) named in the application for the Grant and a party to this agreement as described in the Schedule.
- (c) In the event of any inconsistency between the Schedule and the General Terms and Conditions, the Schedule will take precedence over the General Terms and Conditions.
- (d) In the interpretation of this agreement, where there are two or more parties specified as the Applicant, an obligation or a liability assumed by those parties, or a right conferred on those parties, binds or benefits all of them jointly and each of them severally.

2. Business Plan

- (a) Screen NSW agrees to pay the Grant to You on the terms of this agreement.
- (b) You will take all steps necessary to complete the Business Plan within the timeframe set out in the Schedule, including briefing and providing information to the advisor to ensure that the Business Plan is prepared to a high standard.
- (c) You will provide Screen NSW with such information in relation to the Business Plan as Screen NSW may from time to time reasonably require.
- (d) You will keep accurate financial records relating to the preparation of the Business Plan and will allow Screen NSW to inspect or audit those records on reasonable notice.
- (e) Screen NSW will not unreasonably withhold or delay giving any consent or approval.

3. Grant

- (a) You will expend the Grant solely to meet costs related to the preparation of the Business Plan and in accordance with the Budget.
- (b) Screen NSW will deposit the Grant into Your nominated bank account within 14 days after receipt of Your valid tax invoice and execution of this agreement.

4. Acquittal of Grant

- (a) You agree to provide the Delivery Materials to Screen NSW according to the Schedule.
- (b) You are not obliged to repay the Grant unless You are in breach of any of Your obligations, warranties or representations made in this agreement.

5. Your Warranties to Screen NSW

- (a) You warrant that:
 - (i) All details provided in Your application for the Grant and this agreement are correct.
 - (ii) You are an Australian resident or citizen or an Australian company, with a valid ABN.
 - (iii) All third party contributions towards the Business Plan are outlined in the Budget and You will seek Screen NSW's consent to any further third party contributions.
 - (iv) To the best of your knowledge after reasonable enquiry as at the date of this agreement, You are not in breach of any contractual obligations to Screen NSW (whether or not the obligations relate to the Business Plan).
 - (v) You have had a reasonable opportunity to obtain independent legal advice from an advisor with relevant industry experience in respect of these terms.
- (b) All your warranties survive termination or expiration of this agreement.

6. Screen NSW May Terminate this agreement if Certain Events Occur

- (a) If You breach any term of this agreement Screen NSW may at any time issue You with a notice specifying your breach and giving You 14 days to remedy it.
- (b) Screen NSW may terminate this agreement if:
 - (i) You do not remedy the breach to the reasonable satisfaction of Screen NSW; or
 - (ii) You cease to carry on business in NSW during the period of preparation of the Business Plan; or
 - (iii) You commit an act of insolvency.
- (c) If Screen NSW terminates this agreement, any part of the Grant may, in the sole discretion of Screen NSW, be immediately due and payable to Screen NSW.

7. Notices

Notices must be sent to the addresses specified in this agreement and will be deemed delivered:

- (i) in the case of hand delivery, on the next business day after delivery;
- (ii) in the case of express, registered or certified post, three business days after posting;
- (iii) in the case of email, on the date that the notice was transmitted, provided that the date of transmission is verifiable.

8. Supersedes

This agreement supersedes any previous agreements between You and Screen NSW relating to the Business Plan.

9. Agreement

This agreement is governed by and will be construed in accordance with the law of New South Wales.

10. GST

- (a) The parties acknowledge and agree that the consideration payable by Screen NSW for any supply made under this agreement and all other amounts referred to in this agreement have been calculated without regard to, and are exclusive of, any GST.
- (b) If GST is imposed on any supply made under this agreement, then the supplier of the supply may recover from the recipient, in addition to any consideration due for the supply, the GST imposed on the supply calculated by multiplying the amount or value of the consideration for the supply by the prevailing GST tax rate as at the date the supply is made PROVIDED THAT the supplier has delivered to the recipient GST tax invoice(s) for that supply in a form that complies with the provisions of A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any associated legislation or regulations (as amended).
- (c) If the supplier recovers an increased amount pursuant to clause 10(b) and if this amount is greater than the GST imposed on the relevant supply for any reason, then the supplier must immediately repay to the recipient of the supply the difference between the two amounts.

By signing below the Applicant(s) and Screen NSW agree to be bound by the Schedule, the General Terms and Conditions and any annexures or attachments.

EXECUTED as an agreement on the date set out in the Schedule.

Signed for and on behalf of **SCREEN NSW**
acting through the Department by its authorised
signatory but not so as to incur personal liability:

.....
Print Name

.....
Signature

.....
Title

.....
Date

EXECUTED by the Applicant
in accordance with Section 127 (1) of the
Corporations Act 2001 by authority of its
Directors in the presence of:

.....
Director / Witness

.....
Director

.....
Print Name

.....
Print Name

Attachment A – Part A

BUDGET

Category	Applicant(s) Contribution	3 rd Party Contribution	Grant	Actual Expenditure
TOTALS				
TOTAL FOR BUSINESS PLAN				

Attachment A – Part B

STATEMENT OF ACTUAL EXPENDITURE – part of Delivery Materials

I hereby declare that the following represents a true and full accounting of the Grant.

[INSERT DETAILS OF EXPENDITURE AGAINST CATEGORIES IN BUDGET ABOVE]

Any amounts specified under "3rd Party Contribution" in the Budget have been or will be applied in accordance with the relevant 3rd Party contract.

.....
For and on behalf of the Applicant(s)

.....
For and on behalf of the Applicant(s)

.....
Print Name

.....
Print Name

Date: