

APRA AMCOS MUSIC GRANTS

TERMS & CONDITIONS



Music Grants Enquiries 1800 642 634 grants@apra.com.au www.apraamcos.com.au

1. TERMS AND CONDITIONS

The following information forms part of the terms and conditions for the APRA AMCOS 2019-20 Music Grants program (**APRA AMCOS Music Grants**). By applying for APRA AMCOS Music Grants, applicants agree to be bound by these terms and conditions.

2. ORGANISER

The organiser of the APRA AMCOS Music Grants is Australasian Performing Right Association Ltd (ABN 42 000 016 099) of 16 Mountain Street, Ultimo, NSW, 2007, AUSTRALIA (**Organiser**).

3. APRA AMCOS MUSIC GRANTS PERIOD

Applications open Wednesday 20 February 2019 and close Friday 31 May 2019 (**Application Period**). Postal applications received by the Organiser must be postmarked no later than 31 May 2019. Late applications will not be accepted without the prior agreement of the Organiser.

Additional information or material can be submitted to support an already submitted application until 31 May 2019. Applicants should note that any such material will not be returned.

4. ELIGIBILITY

Applications for an APRA AMCOS Music Grant may only be made by organisations or on behalf of projects whose primary aim is to promote the “use” or “recognition” of Australian or New Zealand musical compositions, not recordings or recording artists.

“Use” includes broadcasts, recordings, communications to the public or other activities that increase the commercial circulation or public awareness of Australian or New Zealand compositions.

“Recognition” may relate to awards or other forms of public acclaim for Australian or New Zealand compositions.

The use or recognition may be within Australia or New Zealand or in foreign countries.

In order to be eligible for the APRA AMCOS Music Grants, applicants must comply with these terms and conditions.

Employees of the Organiser (and members of their immediate families) are ineligible to apply.

APRA AMCOS Music Grants are not available for the funding of costs associated with recording, marketing or touring of individual projects such as bands, recording acts or songwriters.

5. APPLICATION CRITERIA AND GRANT CATEGORIES

Applications will be assessed having regard to the following Application Criteria:

- Preference will be given, in awarding grants, to organisations or projects that broadly benefit the interests of Australian or New Zealand composers and songwriters, as opposed to those that benefit an individual writer or small number of writers.
- Preference will be given to applicants who can demonstrate a proven ability to plan and execute projects, or establish and maintain organisations, that benefit Australian and New Zealand music.
- Preference will be given to those organisations or projects that are non-profit in nature, although commercial projects are not excluded from eligibility.
- Preference will be given to applicants who provide suitable budget and support material information.
- Projects or organisations that fail to comply with financial reporting or other performance review requirements (including Acquittal Reports) will be ineligible for further grants.
- Sponsorship or other financial contributions from third parties to a project or organisation applying will be considered an advantage in assessing an application. APRA AMCOS Music Grants are not intended to be the leading sponsor of any event, program or initiative.
- Although the funding is intended to apply to projects or organisations seeking grants, consideration will be given to those projects for which underwriting finance is sought.

Applicants may make multiple applications for an APRA AMCOS Music Grant provided that each application is in respect of a different project and each application is made on a separate application form.

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In respect of each application, applicants can seek funding for any ONE of the following Grant Categories:

- **Awards and Recognition:** includes special events.
- **Industry Partners:** includes key organisations, peak music organisations special projects and small festivals.
- **Career Development:** includes APRA AMCOS branded events such as Songwriter Speaks, mentoring projects, craft development workshops and showcases.
- **Core funding:** includes peak music organisations (not special projects) and peak songwriting associations. Applications for this category should first be discussed with and approved by the Organiser.

6. APPLICATIONS

To apply:

- (a) The application is available from apraamcos.smartygrants.com.au or can be requested by email to grants@apra.com.au;
- (b) The form must be properly completed, including information about the organisation or project, aims and objectives of the organisation or project, a detailed budget outlining how the applicant, if successful, intends to use the APRA AMCOS Music Grant and any supporting documentation that may be necessary;
- (c) If the applicant is submitting a PDF or hard copy of the Application Form, it must be sent by:
 - (i) email to grants@apra.com.au (preferred); or
 - (ii) post to Music Grants Administrator, APRA AMCOS, Locked Bag 5000, Strawberry Hills, NSW 2012. You must contact the grants team before to advise of posting an application. Please note, hand delivered applications will not be accepted.
- (d) By registering to submit an application through SmartyGrants, you agree to their terms of use and privacy statement. Supporting Documentation submitted will not be returned to applicants by the Organiser.

It is the applicant's responsibility to ensure that the details provided on the Application Form are accurate and legible and that all sections of the Application Form are complete. The Organiser is not responsible for incorrect, inaccurate, illegible, late, damaged, or undelivered applications. Any false information provided as part of an application will result in the automatic disqualification of that applicant.

7. GRANT ASSESSMENT

Valid applications received during the Application Period will be assessed by the Organiser on their respective merits in accordance with the Application Criteria during July and August 2019.

Grants will be awarded to successful applicants (Grant Recipients) who best satisfy the Application Criteria. Not all applications that meet the Application Criteria will receive a grant.

The APRA AMCOS Board's decision is final. Applicants may request to discuss the outcome with the Organiser, however APRA AMCOS is not required to provide Applicants with reasons for the outcome. Requests for feedback regarding the outcome must be received within 14 days of the applicant being advised their funding request was declined. No decision made by the APRA AMCOS Board will be reviewed.

8. NOTIFICATION OF GRANT RECIPIENTS

The Organiser will notify all Grant Recipients by 30 August 2018. Grant Recipients will be contacted by email, post or telephone by that date using the contact details provided on the Application Form. The names of the Grant Recipients may appear on the APRA AMCOS website at www.apraamcos.com.au/about-us/supporting-the-music-industry/music-grants/. The Organiser will not be held liable for any unforeseen delays in the application assessment process.

9. GRANT CONDITIONS

It is a condition of accepting an APRA AMCOS Music Grant that the Grant Recipient will use the grant in accordance with the information provided to the Organiser in the Grant Recipient's completed Application Form unless otherwise agreed by the Organiser.

In accepting a grant, all Grant Recipients must comply with APRA AMCOS licensing conditions including APRA AMCOS licensing for all events such as festivals and showcases. Grants may not be used to pay APRA AMCOS licence fees.

Each Grant Recipient's entitlement to the grant is subject to the following:

- (a) Each grant (or any part thereof) is not transferable or exchangeable. The Organiser is not liable in any way if a Grant Recipient cannot receive, accept or use any element of a grant for any reason. A grant (or any part thereof) may be cancelled at the Organiser's discretion if a Grant Recipient attempts to transfer it.
- (b) The Organiser will not cover any additional or associated costs in connection with each Grant Recipient's use of a grant other than those expressly stipulated above or on the APRA AMCOS Music Grants Application Form. Any taxes payable in relation to grants are the sole responsibility of the Grant Recipient.

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- (c) Any Grant Recipient that conducts a competition funded wholly or in part by an APRA AMCOS Music Grant must provide a copy of the terms and conditions for that competition to the Organiser, and it is the Grant Recipient's responsibility to ensure that the competition complies with any applicable rules and regulations.
- (d) The Organiser reserves the right, at its absolute discretion, at any time, to vary, withdraw, postpone or cancel the APRA AMCOS Music Grant, including without limitation, in circumstances where it cannot conduct the APRA AMCOS Music Grants program or award any part of a grant for any reason beyond its control.
- (e) In the event that the Organiser postpones or varies the APRA AMCOS Music Grants program or any part of a grant, the Organiser (and any party associated with the APRA AMCOS Music Grants) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) arising out of, or in connection with, the postponement or variation of the APRA AMCOS Music Grants (or part thereof). Nor will the Organiser or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) or personal injury or other damage suffered or sustained as a result of the application for, assessment, running, cancellation or acceptance, enjoyment or use of the APRA AMCOS Music Grants or a grant (or part thereof) except for any liability that cannot be excluded by law.
- (f) Organiser reserves the right to amend a grant at its discretion without notice to applicants.

If the Grant Recipient does not comply with these terms and conditions, the Organiser, at its sole discretion may:

- (a) end this agreement immediately;
- (b) require the Grant Recipient return all or part of the grant; and/or
- (c) stop any future payments.

10. HARASSMENT DECLARATION

Any Grant Recipient funded wholly or in part by an APRA AMCOS Music Grant is committed to ensuring the health and safety of the participants in projects, including a zero tolerance for any form of sexual harassment in the delivery of the project.

Under the *Sex Discrimination Act 1984* and state legislation it is against the law for a person to sexually harass another person. Some forms of sexual harassment, including sexual assault and indecent exposure, are also crimes and will be reported to the police.

Any Grant Recipient and project participant will ensure that timely, fair and appropriate action will be taken to address any complaints of sexual harassment. Victimisation of any participant who raises a complaint is unlawful.

Any Grant Recipient and project participant has a responsibility to promote appropriate standards of behaviour at all times. This includes during work hours while working on the project and out-of-hours while attending work-related functions. Participants can be personally liable for engaging in sexual harassment.

Sexual harassment is:

- Any unwanted, unwelcome or uninvited behaviour of a sexual nature, which makes a person feel offended, humiliated or intimidated.
- Includes staring or leering, unnecessary familiarity, such as deliberately brushing up against or unwelcome touching, suggestive comments or jokes, insults or taunts of a sexual nature, intrusive questions or statements about your private life, displaying posters, magazines or screen savers of a sexual nature, sending sexually explicit emails or text messages, inappropriate advances on social networking sites, accessing sexually explicit internet sites, requests for sex or repeated unwanted requests to go out on dates.
- Behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications.
- Behaviour of a sexual nature which you agree or consent to, such as flirting, is not sexual harassment. If the interaction is consensual, welcome and reciprocated it is not sexual harassment.

11. PAYMENT OF GRANT TO SUCCESSFUL APPLICANTS

It is a condition of accepting an APRA AMCOS Music Grant that the Grant Recipient signs and returns their Letter of Offer and submits to the Organiser their signed Letter Of Offer and an invoice for the amount of the grant within 60 days of receiving a Letter of Offer. A Grant Recipient who does not accept any part of a grant (by submitting an invoice to the Organiser) within 60 days of receiving a Letter of Offer, will need to reapply for the grant in the next grant cycle. Grant Recipients who reapply will not necessarily be awarded a subsequent grant.

In the event that the total project costs are in excess of the proposed projects costs as set out in the Grant Recipient's completed Application Form, the Organiser will not be responsible or obliged to pay any additional amounts other than the initial APRA AMCOS Music Grant amount.

Payment of the grant may be provided to a Grant Recipient in full or via a schedule of payments, at the Organiser's discretion.

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The Organiser may recover any, or all, of the grant, if any of the following occurs:

- (a) the Grant Recipient has closed down its business (unless the business is replaced by another business operated by the Grant Recipient that can carry out the funded project and the Organiser has provided written approval);
- (b) the Grant Recipient has made substantive changes to the project without receiving prior permission of the Organiser;
- (c) the Grant Recipient has used the grant for anything other than the project;
- (d) the Grant Recipient does not follow the Organiser's reasonable instructions;
- (e) the Grant Recipient does not carry out the project with reasonable care, thoroughness, competence and to a standard that would be expected for the Grant Recipient's level of experience in its artistic practice, profession or line of work;
- (f) the Grant Recipient does not complete the project in accordance with the timeframe stipulated on the completed APRA AMCOS Music Grants Application Form;
- (g) the Grant Recipient has supplied the Organiser with information that is false or misleading, either in error or because the Grant Recipient was trying to mislead;
- (h) the Grant Recipient is declared bankrupt or becomes insolvent, any order is made, or resolution is passed, for the Grant Recipient to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of the Grant Recipient's assets; or the Grant Recipient enters into or proposes any arrangement with the people to whom the Grant Recipient owes money;
- (i) the Grant Recipient acts illegally or negligently at any time, and the Organiser believes it has significantly affected the project, or is likely to harm the Organiser's reputation; or
- (j) the Grant Recipient sells or in some other way transfers the grant, the Grant Recipient's business or the Project without first obtaining the Organiser's approval in writing.

12. GRANT VARIATIONS

If, at any time, the stated purpose of the project is no longer possible and cannot be completed in the manner described in the Grant Recipient's completed Application Form, the Grant Recipient must advise the Organiser of the inability to complete the stated purpose and discuss alternative options.

Requests for variations to details of the grant by the Grant Recipient can be made in relation to any aspect of the grant. Requests for variations must be submitted for consideration in writing to the Music Grants Manager by email to grants@apra.com.au. Such requests should be made no less than one month prior to the original expected start date of a project. Variations to any aspect of a grant are at the sole and absolute discretion of the Organiser.

13. ACQUITTAL REPORT

The Grant Recipient must maintain complete, accurate and up-to-date books of account with respect to all financial matters relating to the APRA AMCOS Music Grant.

It is a condition of accepting a grant that Grant Recipients submit an acquittal report to the Organiser within 60 days of completion of the relevant project, or before 31 May 2020, whichever is earlier.

The acquittal report must detail the way in which the grant was spent by the Grant Recipient including any deviations from the planned budget that was submitted at the time of applying for the grant. Acquittal Forms are available at www.apraamcos.com.au or by request from the Music Grants Administrator by email at grants@apra.com.au. Failure to submit an Acquittal Form to the Organiser will affect any future applications for grants for that Grant Recipient.

14. WARRANTIES AND REPRESENTATIONS

Applicants warrant and represent that:

- (a) they are entitled to apply for an APRA AMCOS Music Grant on behalf of their organisation or project;
- (b) all information they provide to the Organiser is accurate;
- (c) they have read these Terms and Conditions and that they meet all the eligibility requirements to participate;
- (d) if successful, the applicant will use the grant in accordance with the information provided to the Organiser in the completed Application Form unless otherwise agreed by the Organiser;
- (e) if successful, the applicant will use the grant according to law, including copyright laws.

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15. PRIVACY AND RELEASES

Applicants agree that, as a condition of their application being considered for an APRA AMCOS Music Grant, they:

- (a) release the Organiser and its employees, directors, officers, subsidiaries, affiliates, promotional agents, and the APRA AMCOS Board from any and all liability, claims, or actions in connection with their application in the APRA AMCOS Music Grants;
- (b) agree that their name, photos, likeness or statements may be publicised, published, communicated, or used at or in connection with the APRA AMCOS Music Grants program, without compensation, by the Organiser, in any Organiser or Organiser-partner media or publication, including internet sites, press releases, Organiser conferences or award shows, and for distribution by the Organiser to media organisations or any third party requesting such materials in connection with the Organiser or the APRA AMCOS Music Grants; and
- (c) acknowledge that their applications and details will be held in accordance with the APRA AMCOS Privacy Policy which can be accessed by visiting www.apraamcos.com.au/privacy-policy/

The Organiser is not liable for any loss, damage and/or personal injury suffered or sustained in connection with, or as a result of, the APRA AMCOS Music Grants program, the use of the APRA AMCOS Music Grant, or participation in a project.

The Grant Recipient agrees to indemnify (and keep indemnified) the Organiser (and any of its officers, employees and agents) against any loss, liability, injury or death incurred by the Organiser (including any loss or damage to the Organiser's property, or loss or expense incurred by the Organiser in dealing with any claim against the Organiser) arising from any acts, omissions and/or negligence of the Grant Recipient, or the Grant Recipient's employees or agents in connection with the APRA AMCOS Music Grants program.

16. JURISDICTION AND CHOICE OF LAW

The APRA AMCOS Music Grants and these terms and conditions shall be governed by and construed in accordance with the laws of New South Wales and all applicants irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales.

By applying for the 2019-20 APRA AMCOS Music Grants you agree to the terms and conditions as listed above.