

s22(1)(a)(ii)

**From:** TANS  
**Sent:** Tuesday, 4 May 2021 3:39 PM  
**To:** s47F  
**Cc:** s47F @qantas.com.au'; s47F @qantas.com.au'; TANS; DYMOWSKI Jason; s22(1)(a)(ii) s22(1)(a)(ii)  
**Subject:** RE: TANS [SEC=OFFICIAL]  
**Attachments:** Infrastructure - TANS - Qantas Grant Agreement - Executed.pdf

Good afternoon,  
 Please find attached a copy of the executed TANS grant agreement.

Kind regards

s22(1)(a)(ii)

#### Domestic Aviation Network Support Team

Domestic Networks and Policy | COVID Aviation Issues Management Branch | Aviation & Airports Division  
 Department of Infrastructure, Transport, Regional Development and Communications

w: [www.infrastructure.gov.au](http://www.infrastructure.gov.au)

GPO Box 594, Canberra ACT 2601

*The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.*

**From:** s22(1)(a)(ii)  
**Sent:** Wednesday, 21 April 2021 5:23 PM  
**To:** s47F ; DYMOWSKI Jason ; s22(1)(a)(ii) ; QUIGLEY Janet  
**Cc:** s47F ; s47F ; TANS  
**Subject:** RE: TANS [SEC=OFFICIAL]

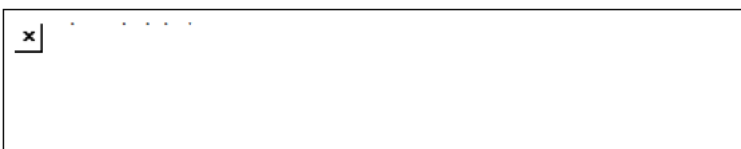
Thanks s47F

We'll double check overnight and get back to you promptly in the morning.

s22(1)(a)(ii)

s22(1)(a)(ii)

Director  
 Domestic Aviation Policy  
 Implementation |  
 Domestic Policy and



Programs | Domestic  
Aviation & Reform  
Department of  
Infrastructure, Transport,  
Regional Development and  
Communications

t: 02 6274 <sup>s22(1)</sup> | m: 0481

<sup>s22(1)(a)(ii)</sup>

W:

[www.infrastructure.gov.au](http://www.infrastructure.gov.au)

GPO Box 594, Canberra

ACT 2601

*The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.*

From: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>

Sent: Wednesday, 21 April 2021 4:58 PM

To: DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; <sup>s22(1)(a)(ii)</sup>  
<<sup>s22(1)(a)(ii)</sup>> @infrastructure.gov.au>; <sup>s22(1)(a)(ii)</sup> <<sup>s22(1)(a)(ii)</sup>> @infrastructure.gov.au>; QUIGLEY Janet  
<Janet.Quigley@infrastructure.gov.au>

Cc: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>; <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>; TANS  
<TANS@infrastructure.gov.au>

Subject: RE: TANS [SEC=OFFICIAL]

Please disregard the deletion of point 5 under Item D, on page 12. That clause can remain as drafted.

Regards

<sup>s47F</sup>

Head of Legal

Group Legal

Qantas Airways Limited

79 Victoria Street, Collingwood, 3066

M. +61 438 <sup>s47F</sup>

E. <sup>s47F</sup> @qantas.com.au

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter @qantas](https://twitter.com/qantas) | [youtube.com/qantas](https://youtube.com/qantas)



**From:** [REDACTED]  
**Sent:** Wednesday, 21 April 2021 4:43 PM  
**To:** DYMOVSKI Jason <Jason.Dymowski@infrastructure.gov.au>; [REDACTED]  
 <[REDACTED]@infrastructure.gov.au>; [REDACTED] <[REDACTED]@infrastructure.gov.au>; QUIGLEY Janet  
 <Janet.Quigley@infrastructure.gov.au>  
**Cc:** [REDACTED] <[REDACTED]@qantas.com.au>; [REDACTED] <[REDACTED]@qantas.com.au>; TANS  
 <TANS@infrastructure.gov.au>  
**Subject:** RE: TANS [SEC=OFFICIAL]

Jason

We've just noticed that the grant quantum is missing from page 12. Can you please confirm that figure for us? Or can we delete that reference and rely on the Schedules which set the prices and the total number of tickets (noting that the allocation is dynamic)?

Regards

[REDACTED]

Head of Legal

Group Legal  
 Qantas Airways Limited

79 Victoria Street, Collingwood, 3066  
 M. +61 438 [REDACTED]  
 E. [REDACTED]@qantas.com.au

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter @qantas](https://twitter.com/qantas) | [youtube.com/qantas](https://youtube.com/qantas)



**From:** DYMOVSKI Jason <Jason.Dymowski@infrastructure.gov.au>  
**Sent:** Tuesday, 20 April 2021 2:13 PM  
**To:** [REDACTED] <[REDACTED]@qantas.com.au>; [REDACTED] <[REDACTED]@infrastructure.gov.au>; QUIGLEY  
 Janet <Janet.Quigley@infrastructure.gov.au>  
**Cc:** [REDACTED] <[REDACTED]@qantas.com.au>; [REDACTED] <[REDACTED]@qantas.com.au>; TANS  
 <TANS@infrastructure.gov.au>  
**Subject:** RE: TANS [SEC=OFFICIAL]

Hi [REDACTED]

Please find attached updated TANS contract in both mark-up and clean. I've outlined the changes below. If you are comfortable with these I would be grateful if Qantas could arrange for signature as soon as possible.

In this version we have:

- inserted the defined terms 'DANS Agreement' and 'RANS Agreement' in clause 14 of Item B;
- corrected a grammatical error and inserted the defined term 'Business Days' in the table at clause 2 of Item E;
- simplified and clarified the drafting in the table at Item G;
- inserted a definition of 'Business Day' in clause 22 of Schedule 1, as the term is used throughout the Agreement but the definition was missing;
- embedded a copy of the relevant spreadsheet for each of the Schedules 2 – 6
- reformatted Schedule 6; and
- embedded a copy of the re-booking and cancellation policies provided with the Qantas application.

Regards,

**Jason**

**From:** §47F <§47F@qantas.com.au>  
**Sent:** Monday, 19 April 2021 2:17 PM  
**To:** DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>; QUIGLEY Janet <Janet.Quigley@infrastructure.gov.au>  
**Cc:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>; TANS <TANS@infrastructure.gov.au>  
**Subject:** RE: TANS [SEC=OFFICIAL]

Jason and §22(1)(a)(ii)

1. The team are comfortable that they can provide an updated Schedule 3 within 3 business days – I have made that change.
2. We're happy to remove the CASK details – but will just need to refer back to RANS and DANS in Section B clause 14, to make it clear how to recalculate where a downgrade occurs.
3. We have a number of state funded routes in various arrangements, however none of them support discounted tickets or a minimum viable network, so we don't believe they meet the requirements of clause 2.5. We will prepare a table setting out the details for your review, however that can occur subsequent to execution of the agreement.

I have attached the final mark up for your review.

Please confirm that the document can now be finalised for execution.

Regards

§47F

Head of Legal

Group Legal

Qantas Airways Limited

79 Victoria Street, Collingwood, 3066

M. +61 438 [REDACTED]

E. [REDACTED]@qantas.com.au

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter @qantas](https://twitter.com/qantas) | [youtube.com/qantas](https://youtube.com/qantas)



From: DYMOWSKI Jason <[Jason.Dymowski@infrastructure.gov.au](mailto:Jason.Dymowski@infrastructure.gov.au)>

Sent: Friday, 16 April 2021 5:02 PM

To: [REDACTED] <[REDACTED]@infrastructure.gov.au>; [REDACTED] <[REDACTED]@qantas.com.au>; QUIGLEY Janet <[Janet.Quigley@infrastructure.gov.au](mailto:Janet.Quigley@infrastructure.gov.au)>

Cc: [REDACTED] <[REDACTED]@qantas.com.au>; [REDACTED] <[REDACTED]@qantas.com.au>; TANS <[TANS@infrastructure.gov.au](mailto:TANS@infrastructure.gov.au)>

Subject: RE: TANS [SEC=OFFICIAL]

Hi [REDACTED]

Further to [REDACTED] email, can I suggest we take the cask rate information out?

Regards,

Jason

From: [REDACTED] <[REDACTED]@infrastructure.gov.au>

Sent: Friday, 16 April 2021 4:54 PM

To: [REDACTED] <[REDACTED]@qantas.com.au>; DYMOWSKI Jason <[Jason.Dymowski@infrastructure.gov.au](mailto:Jason.Dymowski@infrastructure.gov.au)>; QUIGLEY Janet <[Janet.Quigley@infrastructure.gov.au](mailto:Janet.Quigley@infrastructure.gov.au)>

Cc: [REDACTED] <[REDACTED]@qantas.com.au>; [REDACTED] <[REDACTED]@qantas.com.au>; TANS <[TANS@infrastructure.gov.au](mailto:TANS@infrastructure.gov.au)>

Subject: RE: TANS [SEC=OFFICIAL]

[REDACTED]

Thanks for that. Re 2) below, most changes agreed to, just not comfortable with the change from 3 to 5 days to provide the report, given how quickly tickets are selling and how actively your team will obviously be managing sales; since we are amending it, also suggest it reflects changes as a result of clause 9.

Thanks for adding aircraft types to schedule 5. For completeness I will have to cross-check the cask rate information with the RANS team. The purpose of the TANS agreement's construct is that costing detail and methodology remain

in the DANS/RANS contracts, so the other information isn't referenced and I am concerned it may just lead to the need for variations as we go or create uncertainty around costing calculations.

Regards

§22(1)(a)(ii)

**From:** §47F <§47F@qantas.com.au>  
**Sent:** Friday, 16 April 2021 2:50 PM  
**To:** DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; QUIGLEY Janet <Janet.Quigley@infrastructure.gov.au>; §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Cc:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>  
**Subject:** TANS

Jason

Please find a marked up version attached. Other than a few references to the wrong schedules and some updated contact details, we note:

1. We need to add A/C type to Sched 5. We are working on that now, using the RANS and DANS details.
2. In the reporting table there is a reference to approved changes to distribution under clause 5 of Item B. That clause doesn't require approval now so we have changed it to an 'on request' update of Schedule 3, on 5 days' notice.

Please let me know if you have any concerns with the changes.

Regards

§47F

Head of Legal

Group Legal  
 Qantas Airways Limited

79 Victoria Street, Collingwood, 3066  
 M. +61 438 §47F  
 E. §47F@qantas.com.au

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter @qantas](https://twitter.com/qantas) | [youtube.com/qantas](https://youtube.com/qantas)



\*\*\*\*\* PLEASE CONSIDER OUR ENVIRONMENT BEFORE PRINTING \*\*\*\*\*  
 \*\*\*\*\* Confidentiality and Privilege Notice \*\*\*\*\*

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally

privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you.

Qantas Airways Limited

ABN 16 009 661 901

Visit Qantas online at <http://qantas.com>

\*\*\*\*\*

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**Commonwealth Standard Grant Agreement**  
between the Commonwealth represented by  
**Department of Infrastructure, Transport,  
Regional Development and  
Communications**  
and  
**Qantas Airways Limited**  
for the  
**Tourism Aviation Network Support  
Program**



<b>Contents</b>	
<b>Grant Agreement for the Tourism Aviation Network Support Program .....</b>	<b>3</b>
<b>Parties to this Agreement.....</b>	<b>3</b>
The Grantee .....	3
The Commonwealth.....	3
<b>Background .....</b>	<b>3</b>
<b>Scope of this Agreement .....</b>	<b>3</b>
<b>Grant Details for the Tourism Aviation Network Support Program.....</b>	<b>5</b>
<b>A. Purpose of the Grant .....</b>	<b>5</b>
<b>B. Activity.....</b>	<b>6</b>
<b>C. Duration of the Grant .....</b>	<b>11</b>
<b>D. Payment of the Grant .....</b>	<b>12</b>
<b>E. Reporting.....</b>	<b>16</b>
<b>F. Party representatives and address for notices .....</b>	<b>17</b>
<b>G. Activity Material .....</b>	<b>18</b>
<b>Supplementary Terms.....</b>	<b>19</b>
<b>Signatures.....</b>	<b>30</b>
<b>Schedule 1: Commonwealth Standard Grant Conditions.....</b>	<b>31</b>
<b>Schedule 2: TANS Routes and Discount Fares .....</b>	<b>44</b>
<b>Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the     Program Travel Period .....</b>	<b>45</b>
<b>Schedule 4: Re-booking and Cancellation Policies.....</b>	<b>46</b>
<b>Schedule 5: TANS Grant Part 2 Flights and Payments.....</b>	<b>47</b>
<b>Schedule 6: Format of Weekly Progress Report .....</b>	<b>48</b>

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Grant Agreement for the Tourism Aviation Network Support Program

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	Qantas Airways Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Qantas
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	009 661 901
Australian Business Number (ABN)	16 009 661 901
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	10 Bourke Road Mascot NSW 2020
Relevant business place (if different)	N/A
Telephone	s47F
Email	s47F @qantas.com.au

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications  
 111 Alinga Street, Canberra ACT 2601  
 ABN 86 267 354 017

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Commonwealth Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including the Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the above list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Grant Details for the Tourism Aviation Network Support Program

### A. Purpose of the Grant

1. The Tourism Aviation Network Support (TANS) Program (Program) is part of the Commonwealth's continued economic response to the Novel Coronavirus (COVID-19) pandemic, providing financial assistance to Australia's tourism and aviation sectors to assist with the impact of the COVID-19 pandemic on the aviation and tourism sectors.
2. The aviation and tourism sectors, particularly parts of the tourism sector that are heavily reliant on international and interstate tourism, continue to suffer a significant downturn caused by the COVID-19 pandemic, the closure of international borders and uncertainty amongst both international and domestic travellers in respect of possible closures of State and Territory borders.
3. The purpose of the Grant is to:
  - a. drive more domestic tourists to travel to key nominated regions that have suffered significant adverse impacts from the loss of international tourists;
  - b. support jobs within the Australian tourism industry by having an economic multiplier effect, as travellers spend money on accommodation, food and activities in these regions;
  - c. support jobs in the aviation industry by increasing the network footprints of airlines operating these domestic tourism routes, and therefore increasing the number of airline workers staffing and servicing the aircraft, as well as workers in associated ground handling services and airports;
  - d. reduce the cost to consumers of flying on nominated routes by reducing ticket prices for flights taken during the period from 1 April 2021 to 30 September 2021 (inclusive) to designated regions that are heavily reliant on tourism (TANS Grant Part 1); and
  - e. increase the number of flights above minimum connectivity on nominated routes (creating tourism aviation surge capacity) during the same period (TANS Grant Part 2A and TANS Grant Part 2B).

## B. Activity

### Definitions

#### 1. In this Agreement:

- a. **DANS Agreement** means the latest agreed version of the agreement between the parties for the DANS Program, regardless of whether that agreement has expired.
- b. **DANS Flight** means a Flight as defined by the DANS Agreement.
- c. **DANS Program** means the Domestic Airline Network Support Program delivered by the Commonwealth.
- d. **Passengers** means a person who has purchased a ticket on a TANS Flight.
- e. **Program Guidelines** means guidelines for the conduct of the Program that are provided by the Commonwealth to the Grantee from time to time:
  - i. which the Commonwealth will use in administering the Program; and
  - ii. with which the Grantee is required to comply in performing the Activity.

The Commonwealth may change and reissue those Program Guidelines at any time and the Grantee is required to comply with those revised Guidelines in performing the Activity.

- f. **Program Sale Period** means the period from 1 April 2021 to 31 July 2021 (inclusive).
- g. **Program Travel Period** means the period from 1 April 2021 to 30 September 2021 (inclusive).
- h. **RANS Agreement** means the latest agreed version of the agreement between the parties for the RANS Program, regardless of whether that agreement has expired.
- i. **RANS Program** means the Regional Airline Network Support Program delivered by the Commonwealth.
- j. **RANS Flight** means a Flight as defined by the RANS Agreement.
- k. **TANS Flight** means a flight operated by the Grantee on a TANS Route during the Program Travel Period.
- l. **TANS Grant Part 1** has the meaning given in clause d of Part A.
- m. **TANS Grant Part 2A** has the meaning given in clause e of Part A.
- n. **TANS Grant Part 2B** has the meaning given in clause e of Part A.
- o. **TANS Reference Fare** means the agreed fare used to determine the price of TANS Tickets that is set out in Schedule 2.
- p. **TANS Routes** means the routes set out in Schedule 2.
- q. **TANS Tickets** means the discounted tickets for TANS Flights, as specified in Schedule 2.

**TANS Grant Part 1 – Tourism aviation discount fares**

2. **The Grantee must:**
  - a. distribute TANS Tickets across TANS Routes during the Program Travel Period not materially differently to the manner specified in Schedule 3; and
  - b. make those TANS Tickets available to its customers to purchase during the Program Sale Period for half of the TANS Reference Fare specified in Schedule 2.
3. In particular, on and from 1 April 2021, the Grantee must make available to its customers to purchase at least 80 per cent of the total number of TANS Tickets, but sell not more than 90 per cent of the total number of TANS Tickets set out in Schedule 2. The Grantee must make available to its customers to purchase at least 10 per cent of TANS Tickets in accordance with the timeframe agreed in writing by the parties, and must continue to do so until the earlier of:
  - a. the end of the Program Sale Period; or
  - b. the Grantee having sold all of its allocated TANS Tickets.
4. If any TANS Tickets are not sold prior to the flight in respect of which the TANS Tickets were allocated in Schedule 3, the Grantee must re-distribute the unsold TANS Tickets to other flights operated by the Grantee along the TANS Routes during the Program Travel Period in a manner that seeks to meet the aims of the Grant.
5. Not used.
6. Not used.
7. **The Grantee must not:**
  - a. offer or sell to any customer a TANS Ticket for an amount greater or lesser than half of the agreed TANS Reference Fare specified in Schedule 2;
  - b. offer TANS Tickets exclusively to frequent flyers or otherwise limit the availability of TANS Tickets to a particular customer cohort or in specific circumstances (except to the extent that any such limitations are explicitly required by this Agreement or approved in writing by the Commonwealth);
  - c. charge any customer any additional amount if the customer chooses to change TANS Ticket to another TANS Flight, if the other TANS Flight has available seats, subject to the policies set out in Schedule 4; or
  - d. change its policies or practices in relation to the re-booking or cancellation of flights, as applicable at the commencement of this Agreement and set out at Schedule 4, in respect of TANS Tickets sold during the Program Sale Period without the Commonwealth's prior written approval, other than in accordance with the Grantee's usual commercial practice in response to market conditions
8. If the Grantee offers or sells TANS Tickets to its customers through a third party (e.g. a travel agent), the Grantee takes no responsibility for the acts or omissions of that third party, including compliance with clauses 2.b and 7 of this Item B.

9. The Department may, at its absolute discretion, give not less than 28 days' notice to the Grantee advising that flights specified in the notice will no longer be eligible for TANS Grant Part 1. The notice must identify the specific flights (including TANS Routes, frequencies and applicable periods) in respect of which the Department is withdrawing TANS Grant Part 1. Any such flights will no longer be TANS Flights and are not subject to the requirements of this Agreement.

#### **TANS Grant Part 2A and 2B – Tourism aviation surge capacity**

10. The parties acknowledge and agree that:

- a. DANS Flights and RANS Flights on a TANS Route will no longer be subsidised under the DANS Agreement or the RANS Agreement (as applicable) and:
  - i. if the Grantee was part of the DANS Program, TANS Grant Part 2A is intended to subsidise the costs incurred by the Grantee in operating a DANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the DANS Agreement, to ensure that TANS Tickets are more likely to be purchased and utilised by the Grantee's customers; or
  - ii. if the Grantee was part of the RANS Program, TANS Grant Part 2B is intended to subsidise the costs incurred by the Grantee in operating a RANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the RANS Agreement, to ensure that TANS Tickets are more likely to be purchase and utilised by the Grantee's customers.

11. TANS Grant Part 2A under this Agreement will apply if:

- a. the Grantee is, or was, a party to the DANS Agreement; and
- b. the Grantee operates a number of DANS Flights on a TANS Route during a week of the Program Travel Period, up to the number of flights specified in Schedule 5 for that TANS Route.

12. TANS Grant Part 2B under this Agreement will apply if:

- a. the Grantee is, or was, a party to the RANS Agreement; and
- b. the Grantee operates a RANS Flight on a TANS Route during a week of the Program Travel Period, up to the number of flights specified in Schedule 5 for that TANS Route.

13. If TANS Grant Part 2A or TANS Grant 2B under this Agreement applies, in the circumstances described in in clauses 11 and 12 of this Item B, the Grantee:

- a. must not claim payment from the Commonwealth pursuant to the DANS Agreement or the RANS Agreement (as applicable), in respect of the relevant TANS Flights; and
- b. may claim payment of the Grant under TANS Grant Part 2A or TANS Grant Part 2B, as applicable, pursuant to Item D of this Agreement, in respect of all TANS Flights operated by the Grantee during the relevant week (including those flights in respect of which the Grantee might have otherwise been entitled to claim payment from the Commonwealth pursuant to the DANS Agreement or RANS Agreement).

*Aircraft type*

14. The Grantee must use the aircraft type set out in Schedule 5 for each TANS Flight, unless otherwise agreed in writing by the parties. The Grantee may operate an alternative aircraft type to that set out in Schedule 5, without the Commonwealth's prior written agreement, for technical, operational or network reasons. If such a change occurs, the Commonwealth will pay the Grant based on the seat capacity of whichever of those aircraft types is lower, using the calculation methodology in the RANS Agreement or DANS Agreement (as applicable).

*Maximising revenue*

15. The Grantee must:
- a. use its best endeavours to maximise the revenue from each TANS Flight, including by maximising the number of Passengers on each TANS Flight. In particular, the Grantee must advertise and sell each TANS Flight on multiple platforms (including websites, third party global distribution systems, email and social media) for no less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart (or such shorter period as arises from the TANS Flight being approved by the Commonwealth less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart); and
  - b. charge each freight consignor, and use its best endeavours to collect revenue from each freight consignor, for freight carried on each TANS Flight.

*Border closures*

16. In the event that there is a State or Territory border closure, the Commonwealth may notify the Grantee:
- a. with not less than 24 hours' notice, that it is suspending payment of TANS Grant Part 2A or TANS Grant 2B for TANS Flights, provided that:
    - i. the border has been closed for at least 3 consecutive weeks; and
    - ii. those TANS Flights are prevented by the border closure.

In that case, despite clause 13 of this Item B, the Grantee may make any claim for payment to which it would have been entitled under the DANS Agreement or RANS Agreement (as applicable) prior to entry into this Agreement, in respect of flights for which payment is suspended under this clause 16, using the number of flights set out in the DANS Agreement or RANS Agreement (as applicable) for payment calculations; and

- b. following the re-opening of the relevant State or Territory border:
  - i. the Grantee's entitlement to payment of TANS Grant Part 2A or TANS Grant Part 2B for TANS Flights will resume; and
  - ii. the Grantee's entitlement to any payment under the DANS Agreement or RANS Agreement will cease.



---

## Marketing and promotions

17. From the commencement of this Agreement the Grantee must:

- a. include:
  - i. the campaign lock up 'Half off flight. Full on Holiday';
  - ii. Tourism Australia's 'Holiday Here This Year' logo; and
  - iii. to the extent possible, the campaign visuals provided by Tourism Australia,

in:

  - iv. all paid promotional assets that relate to; and
  - v. all marketing channels owned or operated by the Grantee in respect of,

any of the flights or routes that entitled to receive Grant under this Agreement;
- b. use its best endeavours to include messaging provided by Tourism Australia in any press materials referencing the Program; and
- c. obtain the approval of Tourism Australia for all marketing or promotional materials about the Program, prior to the publication or distribution of those materials (noting that Tourism Australia requires at least 24 hours to consider any such request for approval).

### C. Duration of the Grant

1. The Activity starts on the earlier of:
  - a. the commencement of this Agreement; and
  - b. 1 April 2021.
2. The Activity (other than the provision of any final reports and any other enduring obligations) ends on 30 September 2021 (**Activity Completion Date**).
3. The Agreement (other than any enduring obligations) ends (**Agreement End Date**) when the Grantee has:
  - a. completed all of the Activities to the Commonwealth's reasonable satisfaction;
  - b. provided all of the reports to the Commonwealth; and
  - c. repaid any Grant amount owing to the Commonwealth as required by this Agreement.
4. The Grantee must perform the Activity in accordance with the following Schedule:

<b>Activity Schedule</b>	
<b>Milestone</b>	<b>Due Date</b>
Program Sale Period and Program Travel Period commence	1 April 2021
Program Sale Period ends	31 July 2021
Program Travel Period ends	30 September 2021
Final Reconciliation Report, including acquittal and true-up of all Grant amounts and reconciliation of all TANS Tickets sold, provided to the Commonwealth	30 November 2021

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## D. Payment of the Grant

### General payment terms and conditions

1. The Commonwealth intends to enact an amendment to Schedule 1AB of the *Financial Framework (Supplementary Powers) Regulations 1997* (Cth), by 15 April 2021, providing legislative authority for the Grant to be paid pursuant to this Agreement.
2. The payment of all Grant amounts by the Commonwealth to the Grantee pursuant to this Agreement is subject to the enactment of the legislative amendment referred to in clause 1 of this Item D.
3. For clarity:
  - a. if or when the legislative amendment referred to in clause 1 of this Item D is enacted, the Grantee will be entitled to payment of the Grant in respect of Activities performed prior to the enactment date in accordance with this Agreement; and
  - b. if the legislative amendment referred to in clause 1 of this Item D is not enacted, the Grantee will not be entitled to payment of the Grant in respect of any Activities.
4. The total amount of the Grant is <sup>s47(1)(b)</sup> [REDACTED]
5. GST is payable on the Grant.
6. The Grantee may earn interest on the Grant. For clarity, any interest earned by the Grantee on that money is part of the Grant and must be managed by the Grantee in accordance with this Agreement.
7. The Grantee's nominated bank account into which the Grant is to be paid is:

Commonwealth Bank of Australia

BSB: <sup>s47G(1)(a)</sup> [REDACTED]

Account: <sup>s47G(1)(a)</sup> [REDACTED]

Name: Qantas Airways Limited

### TANS Grant Part 1 – Tourism aviation discount fares

8. The Commonwealth will pay to the Grantee the amount specified in Schedule 2 (being half the agreed TANS Reference Fare specified in Schedule 2 for the applicable TANS Route) for each TANS Ticket sold by the Grantee during the Program Sale Period. TANS Grant Part 1 payments will be made weekly in arrears, based on weekly reports from the Grantee and subject to a reconciliation against flights taken by holders of TANS Tickets in accordance with clauses 21 to 23 of this Item D.
9. The Grantee is not entitled to payment from the Commonwealth pursuant to this Agreement for any costs associated with a TANS Ticket (other than the amount referred to in clause 8 of this Item D), including:
  - a. booking fees;
  - b. cancellation or rescheduling fees;

- c. baggage fees; or
- d. any other administrative fees or overhead costs.

10.If, during the Program Travel Period, the Grantee:

- a. refunds a TANS Ticket to the passenger; or
- b. reschedules a TANS Ticket to a non-TANS Flight,

the Grantee will be required to repay to the Commonwealth any Grant amount paid by the Commonwealth in relation to that TANS Ticket through the Final Reconciliation process referred to in clauses 21 to 23 of this Item D.

11.If the Department issues a notice to the Grantee pursuant to clause 9 of Item B, the Department:

- a. will pay TANS Grant Part 1 in accordance with this Item D for any flights specified in the notice that are scheduled to be flown within 28 days of the date of that notice; and
- b. will not pay TANS Grant Part 1 for any other flights specified in the notice.

#### **TANS Grant Part 2A – Tourism aviation surge capacity**

12.The Commonwealth will pay to the Grantee the amount calculated in accordance with the DANS Agreement for any DANS Flights operated by the Grantee on a TANS Route during a week of the Program Travel Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the DANS Agreement, for payment calculations).

13.For clarity, the Grantee may operate any number of DANS Flights on a TANS Route during a week of the Program Travel Period, but will only be entitled to receive TANS Grant Part 2A in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **TANS Grant Part 2B – Tourism aviation surge capacity**

14.The Commonwealth will pay to the Grantee the amount calculated in accordance with RANS Agreement for any RANS Flights operated by the Grantee on a TANS Route during a week of the Program Travel Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the RANS Agreement, for payment calculations).

15.For clarity, the Grantee may operate a number of RANS Flights on a TANS Route during a week of the Program Travel Period, but will only be entitled to receive TANS Grant Part 2B in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **Invoicing**

16.The Grantee must submit invoices to the Commonwealth monthly in arrears of performing the Activities in the preceding month.

17.Any invoices submitted by the Grantee after 31 October 2021 will not be considered, and are not required to be paid, by the Commonwealth.

**18. Invoices must:**

- a. specify the relevant claim period;
- b. specify the correct amount of the Grant payment claimed;
- c. in relation to any TANS Grant Part 2A or TANS Grant Part 2B invoice, include information that allows the Commonwealth to substantiate the Grantee's performance of the Activities including, in respect of the preceding month, for each relevant TANS Route:
  - i. the flights that were operated by the Grantee and any flights that were not operated by the Grantee (including the reasons for any failure to operate a flight);
  - ii. the number of Passengers who travelled on each flight operated by the Grantee and the number of Passengers on each flight who flew on TANS Tickets; and
  - iii. the amount of revenue collected in respect of each flight flown;
- d. include the Grantee's:
  - i. business name;
  - ii. ABN; and
  - iii. postal address; and
- e. be addressed to the Program Manager, Tourism Aviation Network Support Program at [tans@infrastructure.gov.au](mailto:tans@infrastructure.gov.au).

**Review of decisions in relation to Grant claims****19. If the Commonwealth:**

- a. decides to reject a claim for a Grant payment;
- b. determines a reduced amount is payable in response to the claim; or
- c. terminates this Agreement,

the Grantee may request a review of the decision within 1 week of being notified of the decision. In support of the review, the Grantee may provide additional information to the Commonwealth in support of its claim.

20. If requested by the Grantee pursuant to clause 19 of this Item D, the Commonwealth will review the decision and notify the Grantee of the outcome of this review within 10 days of receiving that request. The determination of the Commonwealth will be final and binding on the Grantee.

**Final Reconciliation**

21. The Grantee must provide a report (Final Reconciliation Report) to the Commonwealth by 30 November 2021, including setting out any amounts that have been overpaid or underpaid by the Commonwealth in

---

respect of the Grant and any amounts that must be repaid by the Grantee in respect of TANS Grant Part 1 or TANS Grant Part 2.

22. Following receipt of the Final Reconciliation Report, the Commonwealth will determine and advise the Grantee what amount (if any) remains to be paid by the Commonwealth to the Grantee or by the Grantee to the Commonwealth (Reconciliation Amount).
23. The Party required to make payment must do so within 30 days of the Commonwealth determining and advising the Grantee of the Reconciliation Amount.

## E. Reporting

1. The Grantee must create, and provide to the Commonwealth, the reports set out in the table below, in the format (if any) specified in this Agreement or by the Commonwealth.
2. The Commonwealth may specify a format for, or details to be included in, each report by notice to the Grantee at any time.

Report Title	Description	Reporting Period	Delivery Date	Report Format
Progress report	Weekly progress against each Activity, Milestones and outcomes including TANS Ticket sales	Weekly	Within 10 days of the end of each week during the Program Travel Period	As set out in Schedule 6
Distribution of TANS Tickets	An updated version of Schedule 3 incorporating any changes made in accordance with clause 4 of Item B	Ad hoc	Within 3 Business Days of the Commonwealth's request	
Ad hoc requests	The Grantee must promptly comply with any reasonable ad hoc requests from the Commonwealth for additional reporting or information relevant to the Program. For clarity, these may include urgent responses to Parliamentary, Ministerial or other governmental requests for provision of information	Ad hoc	Promptly (and in no more than 2 days or such shorter period as may be specified in the request) after receiving any reasonable request for information from the Commonwealth	
Final Reconciliation Report	An independently audited financial acquittal report in accordance with clause 10.2 of Schedule 1, including a true-up of all Grant amounts, reconciliation of all TANS Tickets sold and a declaration that the Grant was spent in accordance with this Agreement	Program Travel Period	30 November 2021	

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## F. Party representatives and address for notices

### Grantee's representative and address

<b>Name</b>	s47F
<b>Position</b>	Senior Manager, Government and Public Affairs
<b>Postal/physical address(es)</b>	10 Bourke Road, Mascot, NSW, 2020
<b>Business hours telephone</b>	s47F
<b>Mobile</b>	s47F
<b>Fax</b>	
<b>E-mail</b>	s47F @qantas.com.au
<b>Alternative contact</b>	s47F Manager, Government and Public Affairs

### Commonwealth representative and address

<b>Name</b>	Jason Dymowski
<b>Position</b>	Assistant Secretary – Domestic Policy and Programs
<b>Postal/physical address(es)</b>	111 Alinga Street CANBERRA ACT 2600  GPO Box 594 CANBERRA ACT 2601
<b>Business hours telephone</b>	02 6274 s22(1)(a)(ii)
<b>Mobile</b>	0408 s22(1)(a)(ii)
<b>Fax</b>	
<b>E-mail</b>	tans@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.



---

**G. Activity Material**

Activity Materials	Nil
--------------------	-----

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Supplementary Terms

### 1. Other Contributions

Not Applicable

### 2. Activity Budget

Not Applicable

### 3. Intellectual property in Activity Material

- 3.1 The Grantee agrees, on request from the Commonwealth, to provide to the Commonwealth a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- 3.2 The Grantee grants the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- 3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 3.2 of these Supplementary Terms) will not infringe any third party's Intellectual Property Rights.
- 3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 4. Intellectual property – research

Not Applicable

### 5. Creative Commons licence

- 5.1 The licence in clause 17 of Schedule 1 (Commonwealth Standard Grant Conditions) includes a right for the Commonwealth to license any Activity Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

### 6. Access to premises and Materials, and audit rights

- 6.1 The Grantee must give the Commonwealth, or any person authorised in writing by the Commonwealth:
- (a) access to premises where the Activity is being performed, or where Material relating to the Activity is kept, within the time period specified in a Commonwealth notice; and
  - (b) access to, and permission to inspect and take copies of, any Material, documents or information relevant to the Activity but excluding details of route specific revenue, costs or profitability.
- 6.2 The Auditor-General, any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) and the Commonwealth Ombudsman (including their delegates) are persons authorised for the purposes of clause 6.1 of these Supplementary Terms. This clause 6 does not detract from the statutory powers of the Auditor-General, Information Officer and Ombudsman (including their delegates).

- 6.3 The Commonwealth, or a representative of the Commonwealth, may conduct audits relevant to the performance of the Grantee's obligations under this Agreement at any time. Without limiting this clause 6, audits may be conducted:
- (a) to verify the accuracy of the Grantee's invoices, reports, acquittals and other Records;
  - (b) to verify the accuracy or completeness of the timesheets for Grantee Personnel;
  - (c) to assess whether or not the Grant has been spent in accordance with the Agreement; and
  - (d) in relation to matters relevant to expenditure of the Grant, performance of the Activities, or other performance under this Agreement.
- 6.4 The Grantee must cooperate with the Commonwealth in relation to any audit, including by providing reasonable access or making relevant information or documentation available to the Commonwealth.
- 6.5 For the purposes of clause 6.6 of these Supplementary Terms:
- (a) 'document' and 'contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth); and
  - (b) clause 6.6 only applies if this Agreement is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982* (Cth).
- 6.6 If the Commonwealth has received a request for access to a document, being a document that relates to the performance of this Agreement (and not to the entry into this Agreement), that was created by or is in the possession of the Grantee, a subcontractor or a sub-subcontractor, the Commonwealth may at any time by notice require the Grantee to provide, or arrange for the provision of, the document to the Commonwealth and the Grantee must, at no additional cost to the Commonwealth, promptly comply with the notice.
- 6.7 The Grantee must include in any subcontract relating to the performance of this Agreement, and ensure that any sub-subcontract contains, provisions that enable the Grantee to comply with clause 6.6 of these Supplementary Terms.
- 6.8 The Grantee agrees to make itself available to the Commonwealth to conduct an interview for the purposes of understanding and evaluating the impact of the Grant. The Commonwealth may contact the Grantee for an interview up to 12 months after the date at which the Grant has concluded.
- 6.9 Without limitation to the Grantee's obligations set out in clause 7.d of Item B, the Grantee will make available to the Commonwealth its general re-booking and cancellation policies. The Commonwealth will, in its absolute discretion, assess whether the policies are consistent with the Grantee's receipt and retention of Grant funds, including the performance of the Grantee's obligations set out in clause 7.d of Item B.

**7. Equipment and Assets**  
Not Applicable

**8. Specified Personnel**

Not Applicable

**9. Relevant qualifications, licences, permits, approvals or skills**

9.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

**10. Vulnerable Persons**

10.1 In this Agreement:

- Criminal or Court Record** means any record of any Other Offence;
- Other Offence** means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
- (a) an apprehended violence or protection order made against the person;
  - (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
  - (c) violence against another person or the injury, but excluding the death, of another person; or
  - (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
- Police Check** means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
- Serious Offence** means:
- (a) a crime or offence involving the death of a person;
  - (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
  - (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
  - (d) an attempt to commit a crime or offence described in (a) to (c);
- Serious Record** means a conviction or any finding of guilt regarding a Serious Offence; and
- Vulnerable Person** means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

- 10.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
- (a) obtain a Police Check for that person;
  - (b) confirm that the person is not prohibited by any law from being engaged in a capacity in which they may have contact with a Vulnerable Person;
  - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity in which they may have contact with a Vulnerable Person; and
  - (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 10.2 remain current for the duration of their involvement in the Activity.
- 10.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
- (a) a Serious Record; or
  - (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- 10.4 In undertaking a risk assessment under clause 10.3 of these Supplementary Terms, the Grantee must have regard to:
- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
  - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
  - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
  - (e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.

**10.5** If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence,

the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## **11. Child safety**

**Not Applicable**

## **12. Commonwealth Material, facilities and assistance**

**12.1** In this Agreement, **Commonwealth Material** means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, but does not include Reporting Material or Activity Material.

**12.2** Nothing in this Agreement affects the ownership of Commonwealth Material.

**12.3** The Commonwealth grants the Grantee a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, communicate, reproduce and publish the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement.

**12.4** The Commonwealth may give the Grantee directions in relation to the Grantee's use, communication, reproduction or publication of Commonwealth Material, including:

- (a) by providing to the Grantee any relevant guidelines or protocols;
- (b) giving directions on behalf of Tourism Australia or Austrade; or
- (c) for the purposes of clause 3.4 of Schedule 1,

and the Grantee agrees to comply with those directions from the Commonwealth.

**12.5** The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

## **13. Jurisdiction**

**13.1** This Agreement is governed by the law of the Australian Capital Territory

## **14. Not Used**

## **15. Fraud**

**15.1** In this Agreement, **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

- 15.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 15.3 If the Grantee becomes aware of:
- (a) any Fraud in relation to the performance of the Activity; or
  - (b) any other Fraud that has had or may have an effect on the performance of the Activity,
- then it must within 5 Business Days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.
- 15.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause 15.3 of these Supplementary Terms in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).
- 15.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
- 15.6 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
- 15.7 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).
- 15.8 This clause 15 survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this Agreement, which is not detected until after this Agreement has been terminated or has expired.

## 16. Prohibited dealings

### 16.1 In this Agreement:

<b>Listed Terrorist Organisation Consolidated List</b>	means an organisation listed as a terrorist organisation pursuant to Division 102 of the <i>Criminal Code Act 1995</i> (Cth). This list is available at: <a href="https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx">https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx</a> ;
<b>World Bank Listing of Ineligible Firms and Individuals</b>	means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the <i>United Nations Act 1945</i> (Cth) and the <i>Autonomous Sanctions Act 2011</i> (Cth). This list is available at: <a href="https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx">https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx</a> ;
	means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a> .

- 16.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:
- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
  - (b) are not, and do not become a Listed Terrorist Organisation;
  - (c) are not, and do not become listed on the Consolidated List;
  - (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
  - (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in clauses 16.2(b) to (d); and
  - (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in clauses 16.2(b) to (d).
- 16.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause 16.

## 17. Anti-corruption

- 17.1 In this Agreement, **Illegal or Corrupt Practice** means directly or indirectly:
- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
  - (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
- 17.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 17.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
- (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).



17.4 The Grantee agrees to inform the Commonwealth within five Business Days if the Grantee becomes aware of any activity as described in clause 17.3 of these Supplementary Terms in relation to the performance of the Activity.

**18. Step-in rights**

Not Applicable

**19. Grant Administrator**

19.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions) the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

19.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

19.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

19.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

19.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

19.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

19.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

**20. Management Adviser**

- 20.1** If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions), the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:
- (a) advising the Grantee on:
    - (i) the Grantee's operations and corporate governance arrangements;
    - (ii) the management of the Activity;
    - (iii) the management of the Grantee's personnel;
  - (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
  - (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
  - (d) providing any other advice to the Grantee that the Commonwealth requires.
- 20.2** The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:
- (a) the proposed period of the appointment;
  - (b) the proposed roles and responsibilities of the Management Adviser; and
  - (c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.
- 20.3** Without limiting the Commonwealth's discretion to appoint a Management Adviser and when practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to clause 20.2 of these Supplementary Terms to provide the Commonwealth with reasons why a Management Adviser should not be appointed.
- 20.4** Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.
- 20.5** The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.
- 20.6** A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:
- (a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

20.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## 21. Indemnities

- 21.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 21.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## 22. Compliance with Legislation and policies

- 22.1 In this Agreement, **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
- 22.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 22.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

## 23. Work health and safety

- 23.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 23.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 23.1 of these Supplementary Terms.
- 23.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 24. Transition

Not Applicable

**25. Corporate governance**

**25.1** In this Agreement, **Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (when relevant) includes rules and any amendments that are part of the constitution; or
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

**25.2** The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

**25.3** The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

**26. Incorporation requirement**

Not Applicable

**27. Counterparts**

**27.1** This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

**28. Employees subject to SACS Decision**

Not Applicable

**29. Program interoperability with National Disability Insurance Scheme**

Not Applicable

**30. Rollover of surplus and uncommitted funds**

Not Applicable


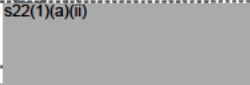
**31. Secret and Sacred Indigenous Material**

Not Applicable





## Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name:	CHRISTINE DACEY
Position:	DEPUTY SECRETARY
Signature and date:	 22/4/21
Witness Name:	Janet Dingley
Signature and date:	 22/4/21

Grantee:

Signed for and on behalf of Qantas Airways Limited by its authorised representative	
Authorised representative's name(print)	
Signature and date:	 22/4/21
Witness name: (print)	
Signature and date:	 22/4/21

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Schedule 1: Commonwealth Standard Grant Conditions

### 1. Undertaking the Activity

- 1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
  - (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
  - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### 2. Payment of the Grant

- 2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
  - (a) the Grantee has not complied with this Agreement;
  - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3 A notice given under clause 2.2 of this Schedule 1 will contain the reasons for any action taken under clause 2.2 of this Schedule 1 and, when relevant, the steps the Grantee can take to address those reasons.
- 2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice given under clause 2.2 of this Schedule 1 to the Commonwealth's reasonable satisfaction.
- 2.5 The Grantee must notify the Commonwealth in writing of any monetary or in-kind contributions (other than the Grant funds) that the Grantee is proposing to receive, is entitled to receive, or does receive, from another source (including the Commonwealth or a State or Territory Government or entity) for the Activity or for another project that is similar to the Activity (Additional Funds). The notice must be provided to the Commonwealth as soon as possible after the grantee becomes aware that it will receive the funds (or if it is not aware in

**Commonwealth Standard Grant Conditions****Schedule 1**

advance, for example because of a bequest being made, as soon as possible after it receives the funds) and must include details of:

- (a) the entity that will provide or has provided the Additional Funds;
- (b) the amount of the Additional Funds; and
- (c) the intended use of the Additional Funds.

**2.6** Following receipt of notice under clause 2.5 of this Schedule 1, the Commonwealth must respond as soon as reasonably practicable. If the Commonwealth determines it to be appropriate (based on the notice) due to overlap between the other project and the Activity, the Commonwealth may, at its discretion and in addition to any other rights it has under this Agreement:

- (a) if the notice is in respect of a proposal to receive Additional Funds, advise the Grantee that, if the Additional Funds are received, it will; or
- (b) if the notice is in respect of a commitment to receive Additional Funds, advise the Grantee that it will,

reduce the amount of the Grant payable for an Activity under this Agreement by an amount equivalent to some or all of the Additional Funds.

**2.7** The Commonwealth may, at its discretion and in addition to any other rights it has under this Agreement, reduce the amount of the Grant payable for an Activity under this Agreement by the amount of any:

- (a) money that the Grantee owes to the Commonwealth; or
- (b) money that the Grantee was required address, but has not addressed, in a Financial Acquittal Report,

under this Agreement or any other arrangement (whether contractual, statutory or otherwise) between the Grantee and the Commonwealth.

**2.8** For clarity, despite anything contained in the DANS Agreement or RANS Agreement, the Grantee:

- (a) may receive a payment under TANS Grant Part 1 in respect of a flight for which the Grantee also receives a payment under TANS Grant Part 2A or TANS Grant 2B;
- (b) may not receive a payment under the DANS Agreement in respect of a flight for which the Grantee receives a payment under TANS Grant Part 2A;
- (c) may not receive a payment under the RANS Agreement in respect of a flight for which the Grantee receives a payment under TANS Grant Part 2B;
- (d) may receive a payment under TANS Grant Part 2A in respect of a flight for which the Grantee was previously entitled to receive a payment under the DANS Agreement which has been transferred to TANS Grant Part 2A under this Agreement; and

# Commonwealth Standard Grant Conditions

## Schedule 1

- (e) may receive a payment under TANS Grant Part 2B in respect of a flight for which the Grantee was previously entitled to receive a payment under the RANS Agreement which has been transferred to TANS Grant Part 2B under this Agreement.

### 3. Acknowledgements

- 3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth and the Grantee will agree as to the form of acknowledgement that the Grantee is to use.
- 3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.
- 3.4 The Grantee agrees to comply with the Commonwealth's reasonable direction in relation to marketing and promotion activities for the purposes of promoting the Australian Government's *Holiday is Here this Year* campaign.

### 4. Notices

- 4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause 4.

### 5. Relationship between the Parties

- 5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

### 6. Subcontracting

- 6.1 The Grantee must not to subcontract any part of the performance of the flying Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent. The Commonwealth has consented to the flying Activity being undertaken by Jetstar Airways Pty Limited, Eastern Australia Airlines Pty Ltd, Sunstate Airways (Qld), Network Aviation Limited, and National Jet Systems Pty Ltd.
- 6.2 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.3 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.



# Commonwealth Standard Grant Conditions

## Schedule 1

6.4 The Grantee agrees to remove a subcontractor from the Activity at the reasonable request of the Commonwealth and at no additional cost to the Commonwealth, subject to the terms of any subcontract.

### 7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

### 8. Variation, assignment and waiver

8.1 This Agreement may only be varied in writing signed by both Parties.

8.2 The Grantee must not assign its obligations under this Agreement, and must also not assign its rights under this Agreement without the Commonwealth's prior written approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

### 9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

(a) are registered for GST purposes;

(b) have quoted their Australian Business Number to the other; and

(c) must notify the other of any changes to the matters covered by this clause 9.

# Commonwealth Standard Grant Conditions

## Schedule 1

### 10. Spending the Grant

- 10.1** The Grantee agrees to spend the Grant value for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2** Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant value has been spent in accordance with this Agreement. Such report will not disclose any details of the costs incurred by the Grantee.
- 10.3** The reports under clause 10.2 of this Schedule 1 must be audited by:
- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth);
  - (b) a Certified Practising Accountant;
  - (c) a member of the National Institute of Accountants; or
  - (d) a member of Chartered Accountants Australia and New Zealand,
- who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate (as defined in the *Corporations Act 2001* (Cth)).
- 10.4** The Grantee will not spend the Grant on any of the precluded activities, as described in the Grant Guidelines.

### 11. Repayment

- 11.1** If any amount of the Grant:
- (a) has been spent other than in accordance with this Agreement; or
  - (b) is additional to the requirements of the Activity;
- then the Commonwealth may, by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
  - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
  - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.
- 11.2** If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:
- (a) the Grantee must do so within the time period specified in the notice;
  - (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
  - (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

# Commonwealth Standard Grant Conditions

## Schedule 1

### 12. Record keeping

- 12.1** The Grantee agrees to keep financial accounts and other records that:
- (a) detail and document the conduct and management of the Activity;
- and
- (b) enable all receipts and payments related to the Activity to be identified and reported.
- 12.2** The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

### 13. Reporting

- 13.1** The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.
- 13.2** In addition to the obligations in clause 13.1 of this Schedule 1, the Grantee agrees to:
- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
  - (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.
- 13.3** Without limiting the Grantee's other reporting obligations, if the Commonwealth has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice, but excluding route specific costs, revenue or profitability.
- 13.4** If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:
- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
  - (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1 of this Schedule 1.
- 13.5** Except to the extent the Parties agree a variation under clause 8.1 of this Schedule 1, clause 13.4 does not limit any of a Party's other rights under this Agreement.
- 13.6** The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

# Commonwealth Standard Grant Conditions

## Schedule 1

### 14. Privacy

#### *Privacy generally*

**14.1** When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the Privacy Act, including the requirement to obtain consents from individuals in certain circumstances;
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the Privacy Act and the Grantee's obligations under this clause 14; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause 14 by the Grantee or any of the Grantee's subcontractors or personnel.

**14.2** In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

#### *Notifiable data breach*

**14.3** If the Grantee has reasonable grounds to suspect that there has or may have been an event which amounts to an Eligible Data Breach:

- (a) the Grantee must as soon as possible, but within no more than two Business Days, notify the Commonwealth of that event;
- (b) comply with its obligations under the Privacy Act in relation to that event;
- (c) give Commonwealth all information requested by the Commonwealth about the event; and
- (d) if requested, allow the Commonwealth to participate in the Grantee's assessment of the event and whether it amounts to an Eligible Data Breach.

**14.4** If an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act, if requested by the Commonwealth, the Parties must meet to discuss and endeavour to agree who will issue the notification. If the Parties are unable to agree, then the Commonwealth will, acting reasonably, decide which Party will issue that notification.

**14.5** If the Grantee is to issue a notification, then the Grantee must:

- (a) as soon as possible, but within no more than five Business Days (or such other period agreed in writing by the Parties), give the Commonwealth a draft of the notification;
- (b) make any changes to the draft notification that are reasonably required by the Commonwealth; and

**Commonwealth Standard Grant Conditions****Schedule 1**

- (c) issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).

**14.6** If the Commonwealth is to issue the notification, then the Commonwealth:

- (a) will as soon as possible, but within no more than 10 Business Days (or such other period agreed in writing by the Parties), notify the Grantee and provide a draft of the notification;
- (b) may make any changes to the notification that are reasonably required by the Grantee for consistency with the Privacy Act; and
- (c) may issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).

**14.7** The Grantee must ensure that:

- (a) it promptly Notifies the Commonwealth of any investigation or other action taken by the Privacy Commissioner in connection with any actual or suspected Eligible Data Breach, or notification in relation to that matter; and
- (b) the Commonwealth is kept informed in relation to that investigation or other action.

**14.8** The Parties acknowledge and agree that nothing in this clause 14 affects their obligations under the Privacy Act or otherwise under this Agreement.

**15. Confidentiality**

**15.1** The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

**15.2** The Commonwealth may disclose the Grantee's confidential information when:

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency when this serves the Commonwealth's legitimate interests.

**16. Insurance**

**16.1** The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

**17. Intellectual property**

**17.1** Subject to clause 17.2 of this Schedule 1, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

# Commonwealth Standard Grant Conditions

## Schedule 1

- 17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3 The Grantee grants the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sublicense the Reporting Material for Commonwealth Purposes.
- 17.4 The licence in clause 17.3 of this Schedule 1 does not apply to Activity Material.

### 18. Dispute resolution

- 18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 18.2 Unless clause 18.3 of this Schedule 1 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 18.4 Failing settlement by negotiation in accordance with clause 18.1 of this Schedule 1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.
- 18.5 Each Party will bear its own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4 of this Schedule 1.
- 18.6 The procedure for dispute resolution under this clause 18 does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

### 19. Reduction, Suspension and Termination

#### *Reduction in scope of Agreement for fault*

- 19.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.
- 19.2 The Grantee agrees, on receipt of the notice of reduction, to:
- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
  - (b) take all available steps to minimise loss resulting from the reduction;
  - (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
  - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

# Commonwealth Standard Grant Conditions

## Schedule 1

19.3 In the event of reduction in scope under clause 19.1 of this Schedule 1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### *Suspension*

19.4 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.5 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.6 of this Schedule 1.

### *Termination for fault*

19.6 The Commonwealth may terminate this Agreement by notice when the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or when clause 19.5(b) of this Schedule 1 applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.7 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and

# Commonwealth Standard Grant Conditions

## Schedule 1

- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

### 20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction in scope or cancellation under clause 20.1 of this Schedule 1, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction in scope or cancellation under clause 20.1 of this Schedule 1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction in scope, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause 20 is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1 of this Schedule 1.

20.7 The Commonwealth will act reasonably in exercising its rights under clause 20.1 of this Schedule 1.



# Commonwealth Standard Grant Conditions

## Schedule 1

### 21. Survival

21.1 The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- any applicable provisions included from the clause bank; and
- any other clause which expressly or by implication from its nature is meant to survive.

### 22. Definitions

22.1 In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provision of the Reporting Material.
- **Activity Completion Date** means the date or event specified in clause 2 of Item C of the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in clause 3 of Item C of the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the Privacy Act.
- **Business Day** means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in the place where the act is to be performed.
- **Change in Control** means any change in any person(s) or entity who or which controls the Grantee as defined by section 50AA of the *Corporations Act 2001* (Cth).
- **Commonwealth** means the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications and includes, where relevant, its officers, employees, contractors and agents.

# Commonwealth Standard Grant Conditions

## Schedule 1

- **Commonwealth Purposes** includes the following:
  - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
  - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports,

but, in all cases, excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- **Commonwealth Standard Grant Conditions** means this document.
- **Eligible Data Breach** has the same meaning as in the Privacy Act.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trade marks (including service marks), registered designs, and other rights resulting from intellectual activity (other than confidential information and moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the Privacy Act.
- **Privacy Act** means the *Privacy Act 1988* (Cth).
- **Program Sale Period** has the meaning given in clause 1 of Item B of the Grant Details.
- **Program Travel Period** has the meaning given in clause 1 of Item B of the Grant Details.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **TANS Tickets** has the meaning given in clause 1 of Item B of the Grant Details.
- **TANS Routes** has the meaning given in clause 1 of Item B of the Grant Details.

## Schedule 2: TANS Routes and Discount Fares

See Excel spreadsheet attached



TANS%20-%20QANT  
AS%20-%20Schedule

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

s47(1)(b)

s47(1)(b)

no fare

Fares inclusive of taxes

s47(1)(b)

s47(1)(b)

Fares inclusive of taxes

s47(1)(b)

s47(1)(b)

### Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the Program Travel Period

See Excel spreadsheet attached



TANS%20-%20QANT  
AS%20-%20Schedule

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

Schedule 3

Allocation \$47(1)(b)

JQ	QF	#	Route	Route	TANS Region	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total
JQ	QF	28	S47(1)(b)																							
JQ	QF	50																								
JQ	QF	51																								
JQ	QF	52																								
JQ	QF	53																								

## Schedule 4: Re-booking and Cancellation Policies

See Excel spreadsheet and PDF attached



TANS%20-%20QANT  
AS%20-%20Schedule



Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## **Schedule 4 Re-Booking and Cancellation Policies**

### **Qantas:**

Qantas tickets will be sold with RedeDeal fare conditions:

[https://www.qantas.com/regions/amadeus/minirules/AUAURED1JQ\\_SUMMARY/](https://www.qantas.com/regions/amadeus/minirules/AUAURED1JQ_SUMMARY/)

Fly Flexible may be applicable to bookings made within Fly Flexible sale and travel periods:

<https://www.qantas.com/au/en/travel-info/travel-updates/coronavirus/fly-flexible.html>

All passengers are subject to the Qantas Conditions of Carriage:

<http://https://www.qantas.com/es/en/book-a-trip/flights/conditions-of-carriage.html>

Specific Terms and Conditions attached to TANS sale, contained in marketing material:

Short form: (eDM)

Sale ends 11.59PM (AEST) 31 July 2021, unless sold out prior. Travel period: 1 April 2021 – 30 September 2021. Limited availability. Half Off Sale Fares will be marked HALF OFF in flight listings on Economy

Long Form (q.com)

Sale ends 11.59PM (AEST) 31 July 2021, unless sold out prior. Travel period: 1 April 2021 – 30 September 2021. Limited availability. Half Off Sale Fares will be marked HALF OFF in flight listings on Economy Fares.

Prices are per adult in Australian Dollars, one way in Economy and correct as at 1 April 2021 but may fluctuate if fees, taxes or carrier charges change. For payment options other than BPAY, POLi or Qantas issued UATP, a percentage based fee applies, capped at a maximum per passenger of \$22 for domestic travel. Half Off Flight Sale discounted prices are displayed in qantas.com and at point of sale and not discounted further. Please note we cannot accept BPAY as a method of payment within 7 days of your departure date. For bookings made via Qantas Contact Centres (including through web chat and social

### **Jetstar:**

Jetstar fare rules will apply to the applicable bundle purchased:

<https://www.jetstar.com/au/en/help/articles/jetstar-fares-and-bundles?pid=menu:jetstar-fares-and-bundles>

### **Starter:**

<https://www.jetstar.com/au/en/help/articles/starter-fare-rules>

### **Flex bundle:**

<https://www.jetstar.com/au/en/help/articles/starter-fare-with-flex-bundle-fare-rules>

### **Max bundle:**

<https://www.jetstar.com/au/en/help/articles/starter-fare-with-max-bundle-fare-rules>

Jetstar policy with regards to Covid changes and cancellations

<https://www.jetstar.com/au/en/help/articles/covid-19-changes-cancellations>

[Jetstar Fare Credit applies when purchased by customers which provides customers with further flexibility](https://www.jetstar.com/au/en/help/articles/farecredit)

<https://www.jetstar.com/au/en/help/articles/farecredit>

All passengers are subject to the Jetstar Conditions of Carriage:

<http://https://www.jetstar.com/au/en/conditions-of-carriage-ijq>



## Schedule 5: TANS Grant Part 2 Flights and Payments

See Excel spreadsheet attached



TANS%20-%20QANT  
AS%20-%20Schedule

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

**Schedule 5 Additional Capacity**

TANS Eligible Routes			Return	Return	Aircraft	(figures GST exclusive)			
			JQ	QF		Max cost per rtn service	Max cost per week	Max cost TANS	
Route	Route	TANS Region							
s47G(1)(a)		Whitsundays and Mackay	3	-	s47G(1)(a)	s47(1)(b)			
		Adelaide / Tropical North Queensland	3	-					
		Adelaide / Darwin	3	-					
		Adelaide	3	-					
		Adelaide / King Island	-	3					
		Adelaide / Sunshine Coast	3	-					
		Alice Springs	-	3					
		Alice Springs	-	3					
		Alice Springs	-	3					
		Alice Springs	-	3					
		Lasseter	3	-					
		Lasseter	3	-					
		Launceston	3	-					
		Broome	-	3					
		Broome	-	3					
		Darwin / Tropical North Queensland	3	-					
		Devonport	-	3					
		Whitsundays and Mackay	3	-					
		Townsville	3	-					

### Schedule 6: Format of Weekly Progress Report

#### TANS Grant Part 1: Tickets

**Table 6.1 TANS Tickets Sold in Reporting period**

*(Figures GST exclusive)*

Route	TANS Tickets Sold in Reporting Period			TANS Fare	TANS Subsidy	Total Subsidy
	Direction 1	Direction 2	Total (A)			
					(B)	(A) x (B)

**Table 6.2 TANS Tickets Used in Reporting period**

Flight Number	Date	Origin	Destination	TANS Tickets used for travel

#### TANS Grant Part 2: Flights

**Table 6.3 TANS Weekly Report: Flights**

*(figures GST exclusive)*

Route Identifier	Flight Number	Date	Origin	Destination	Aircraft	Subsidy type	Number of discount fare tickets offered	Number of discount fare tickets used	Discounted fare price

Value of discount per fare	Average fare (excl. travel credits and loyalty programs)	Total Pax	Passenger Revenue	Loyalty scheme revenue equivalent	Other Flight Revenue / Subsidies	Freight Revenue	Total Revenue

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Table 6.4 Declaration for each Weekly Report

WEEKLY SUBSIDY DATA	
<b>Weekly Subsidy Return</b> <b>Tourism Aviation Network Support Program</b>	
<b>AIRLINE:</b>	
<b>Maximum subsidy for period:</b>	<input type="text"/>
<b>Total adjusted revenue for period:</b>	<input type="text"/>
<b>Total subsidy due (excl. GST):</b>	<input type="text"/>

**Period:**  
**From:**               xx/xx/xxxx  
**To:**                    xx/xx/xxxx

Qantas believes that Activities have been undertaken during the Period and the Information in this report is accurate. Any errors or omissions subsequently discovered will be reported immediately and dealt with under this Agreement with the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications.

Name (print) ..... Signature .....

Position ..... Date.....

Signed on behalf of Qantas

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

**From:** s47F <s47F@qantas.com.au>  
**Sent:** Monday, 5 July 2021 2:23 PM  
**To:** s22(1)(a)(ii); DYMOWSKI Jason; TANS  
**Cc:** s47F; s47F; s47F  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Thanks, s22(1)(a)(ii)

Kind regards,

s47F

**From:** s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Monday, 5 July 2021 2:21 PM  
**To:** s47F <s47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>  
**Cc:** s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi s47F thank you, we will get it actioned at our end and provide a copy.

Regards

s22(1)(a)(ii)

**From:** s47F <s47F@qantas.com.au>  
**Sent:** Monday, 5 July 2021 9:24 AM  
**To:** s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>  
**Cc:** s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi s22(1)(a)(ii)

Please find attached the TANS Variation 1 which has been executed by Qantas.

Grateful if you could please share a fully executed copy in due course.

Kind regards,

s47F

**From:** s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Thursday, 1 July 2021 2:35 PM

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**To:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>  
**Cc:** §47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; §47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi §47F that's fine

Regards

§22(1)(a)(ii)

**From:** §47F <§47F@qantas.com.au>  
**Sent:** Thursday, 1 July 2021 1:12 PM  
**To:** §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>; §47F <§47F@qantas.com.au>  
**Cc:** §47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; §47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi §22(1)(a)(ii)

Thanks for sending through the updated Variation.

We have just made one update to the execution page so that it is consistent with the other Variations we have signed with the Department – rather than 2 x Directors signing from QF, we have inserted an Qantas 'Authorised representative' and witness. I have attached the Variation in mark-up which shows the change, and a clean pdf. Please let me know if you have any concerns with this.

Kind regards,

§47F

**From:** §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Friday, 25 June 2021 10:59 AM  
**To:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>  
**Cc:** §47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; §47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi §47F suggested attached, please track back any changes you require  
 Thanks

Regards

§22(1)(a)(ii)

From: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Sent: Thursday, 24 June 2021 11:31 PM  
 To: <sup>s22(1)(a)(ii)</sup> <<sup>s22(1)(a)(ii)</sup>> @infrastructure.gov.au>; <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Cc: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Subject: RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

<sup>s22(1)(a)(ii)</sup>

Thanks for the update. This will make execution far simpler. We are content for the commonwealth to sign it as an agreement as well if that assists (it's currently set up to be signed as a deed by the CWth).

Regards

<sup>s47F</sup>

Head of Legal

Group Legal  
 Qantas Airways Limited

79 Victoria Street, Collingwood, 3066  
 M. +61 438 <sup>s47F</sup>  
 E. <sup>s47F</sup> @qantas.com.au

[qantas.com](https://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter @qantas](https://twitter/@qantas) | [youtube.com/qantas](https://youtube.com/qantas)



From: <sup>s22(1)(a)(ii)</sup> <<sup>s22(1)(a)(ii)</sup>> @infrastructure.gov.au>  
 Sent: Thursday, 24 June 2021 7:00 PM  
 To: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Cc: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>; <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Subject: RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi <sup>s47F</sup> revised attached for consideration.

Regards

<sup>s22(1)(a)(ii)</sup>

From: <sup>s47F</sup> <<sup>s47F</sup>> @qantas.com.au>  
 Sent: Thursday, 24 June 2021 1:43 PM

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**To:** <§22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Cc:** <§47F <§47F@qantas.com.au>; <§47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; <§47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi <§22(1)(a)(ii)>

Thanks for this. All of our RANS Variations have been executed as an Agreement, so hoping to keep it consistent with the approach taken there as another grant.

Signing as an Agreement will assist us to execute much faster, particularly with the restrictions now in Sydney. Happy to discuss this further at our 4:30pm meeting today.

Kind regards,

<§47F>

**From:** <§22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Thursday, 24 June 2021 12:46 PM  
**To:** <§47F <§47F@qantas.com.au>  
**Cc:** <§47F <§47F@qantas.com.au>; <§47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; <§47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi <§47F> happy to work through.

DANS is different for us because it is a procurement, rather than a grant (TANS, RANS).

The templates for varying grant agreements are all "Deeds of Variation", including from the RANS team and the Department of Finance website. The 'Agreement' document is the original.

If I'm missing something or there is a particular reason please let me know.

Thanks

Regards

<§22(1)(a)(ii)>

**From:** <§47F <§47F@qantas.com.au>  
**Sent:** Thursday, 24 June 2021 9:05 AM  
**To:** <§22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Cc:** <§47F <§47F@qantas.com.au>; <§47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; <§47F <§47F@qantas.com.au>  
**Subject:** RE: TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi <§22(1)(a)(ii)>

Thanks again for sharing the TANS Variation 1.



We are comfortable with the changes made, however are we able to please amend the Variation so it is an 'agreement' rather than a 'deed'? We have used the 'agreement' form for all other contract and variations for DANS and TANS.

Please let me know if there are any issue with this.

Kind regards,

§47F

**From:** §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Wednesday, 23 June 2021 12:34 PM  
**To:** §47F <§47F@qantas.com.au>  
**Cc:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>; DYMOWSKI Jason <Jason.Dymowski@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>  
**Subject:** TANS Variation #1 - requesting by 29/6 [SEC=OFFICIAL]

Hi §47F as discussed attached please find the draft TANS Variation 1 picking up those admin items and corrections:

- Revising three Reference Fares and associated subsidy levels in Schedule 2;
- Revising the table at Schedule 5 (Part 2 - supported flights):
  - o increasing the maximum TANS subsidy for §47(1)(b) to the current RANS rate;
  - o revising the aircraft type shown for 2 routes (not affecting contract costs);

The rounding issue also agreed is being managed as an administrative matter within claims so not mentioned explicitly.

The new tables are in the pdf with colour-coding for the changed cells.

Commencement date is 7 June to facilitate current claims. We have a time limit between commencement and execution/registration (which takes the grants team about 4 days), otherwise we cant do from 7<sup>th</sup>. Could I please get it back by 29/6.

Can discuss as required.

Many thanks

Regards

§22(1)(a)(ii)

Section Head | Domestic Aviation Network and Programs  
 Domestic Policy and Programs Branch | Aviation and Airports Group  
 Department of Infrastructure, Transport, Regional Development and Communications  
 GPO Box 594, Canberra ACT 2601  
 t 02 6274 §22(1)(a)(ii) | m 0419 §22(1)(a)(ii)  
 w [www.infrastructure.gov.au](http://www.infrastructure.gov.au)

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----

\*\*\*\*\* PLEASE CONSIDER OUR ENVIRONMENT BEFORE PRINTING \*\*\*\*\*

\*\*\*\*\* Confidentiality and Privilege Notice \*\*\*\*\*

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you.

Qantas Airways Limited

ABN 16 009 661 901

Visit Qantas online at <http://qantas.com>

\*\*\*\*\*

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

or entities other than the intended recipient is prohibited and may result in severe penalties. If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons

or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



**Australian Government**

**Department of Infrastructure, Transport,  
Regional Development and Communications**

5

**AGREEMENT OF VARIATION**

**AGREEMENT OF VARIATION IN RELATION TO THE TOURISM AVIATION  
NETWORK SUPPORT PROGRAM**

The Commonwealth of Australia as represented by the Department of Infrastructure,  
Transport, Regional Development and Communications  
ABN 86 267 354 017

**Qantas Airways Limited**  
ABN 16 009 661 901  
ACN 009 661 901

Variation number: 001

AGREEMENT OF VARIATION IN RELATION TO THE TOURISM AVIATION NETWORK SUPPORT PROGRAM

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

**CONTENTS**

<b>1.</b>	<b>Interpretation</b>	<b>2</b>
1.1.	Definitions	2
<b>2.</b>	<b>Variation</b>	<b>2</b>
2.1.	Variation to the terms and conditions of the Agreement	2
2.2.	Variation to the Schedules of the Agreement	3
2.3.	Effective Date	3
<b>3.</b>	<b>General</b>	<b>3</b>
3.1.	Applicable law	3
3.2.	Costs and Stamp Duty	3
3.3.	Confirmation	3
3.4.	Entire Agreement	3
3.5.	Amendments in writing	3

---

**AGREEMENT OF VARIATION**
**AGREEMENT OF VARIATION IN RELATION TO THE TOURISM AVIATION NETWORK  
SUPPORT PROGRAM**


---

**Parties**

This Agreement of Variation is made between and binds the following parties:

1. **The Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development and Communications  
ABN 86 267 354 017, 111 Alinga Street, Canberra, Australian Capital Territory  
(Commonwealth)
2. **Qantas Airways Limited** ABN 16 009 661 901 ACN 009 661 901 10 Bourke Road,  
Mascot, New South Wales 2020, Australia (Qantas)

---

**Context**

- A. The parties entered into the Grant Agreement (Agreement) on 22 April 2021.
- B. The parties agree to vary the Agreement in accordance with the terms of this Variation Agreement (**Variation Agreement 1**).

---

**Operative provisions**

The parties to this Variation Agreement agree as follows:

---

**1. Interpretation**
**1.1. Definitions**

1.1.1. In this Variation Agreement, unless the contrary intention indicates otherwise:

- a. terms used in this Variation Agreement that are not defined below and are defined in the Agreement have the same meaning as in the Agreement; and
- b. a term in bold type has the meaning shown opposite it.

**Agreement** means the Grant Agreement for the Tourism Aviation Network Support Program executed by the parties on 22 April 2021.

**Variation Agreement** means this Agreement of Variation and any other documents expressly identified as forming a part of this Agreement of Variation.

**Effective Date** means 7 June 2021.

---

**2. Variation**
**2.1. Variation to the terms and conditions of the Agreement**

2.1.1. Replace clause D4 with the following new clause:

"The total amount of the Grant is <sup>s47(1)(b)</sup> [REDACTED]"

---

**2.2. Variation to the Schedules of the Agreement**

- 2.2.1. Replace the table at Schedule 2 of the Agreement with the new Schedule 2 at Annexure A to this Variation 1.
- 2.2.2. Replace the table at Schedule 5 of the Agreement with the new Schedule 5 table at Annexure B to this Variation 1.

**2.3. Effective Date**

- 2.3.1. The parties agree that the variations to the Agreement set out in this Variation Agreement will apply on and from the Effective Date and do not, unless otherwise stated in this Variation Agreement, affect any rights or liabilities of the parties arising before that date.

**3. General**

---

**3.1. Applicable law**

- 3.1.1. This Variation Agreement is governed by the same laws as applicable to the Agreement and each party submits to the non-exclusive jurisdiction of the courts of the jurisdiction as specified in the Agreement.

**3.2. Costs and Stamp Duty**

- 3.2.1. The parties agree to bear their own costs and expenses (including legal costs) of and incidental to the preparation, negotiation, execution and completion of this Variation Agreement and of any related documentation.
- 3.2.2. The Operator will pay any stamp duty payable on execution of this Variation Agreement or any related documents.

**3.3. Confirmation**

- 3.3.1. The parties confirm all other terms and conditions of the Agreement and, subject only to the variations contained in this Variation Agreement, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Variation Agreement were supplemental to the Agreement.

**3.4. Entire Agreement**

- 3.4.1. This Variation Agreement and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the parties with respect to the parties' rights and obligations under the Agreement.
- 3.4.2. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to any of the transactions contemplated by this Variation Agreement.

**3.5. Amendments in writing**

- 3.5.1. The provisions of this Variation Agreement will not be varied either in law or in equity except by agreement in writing signed by the parties.

**Executed as an Agreement of Variation**

This Agreement of Variation is made on 2 July 2021.

Executed for and on behalf of the  
Commonwealth of Australia, as  
represented by the Department of  
Infrastructure, Transport, Regional  
Development and Communications  
ABN 86 267 354 017:

JASON DYMOWSKI

Name of signatory

s22(1)(a)(ii)  
[Redacted Signature]

Signature

In the presence of:

s22(1)(a)(ii)  
[Redacted Name]

Name of witness

s22(1)(a)(ii)  
[Redacted Signature]

Signature of witness

Executed on behalf of Qantas  
Airways Limited by its authorised  
representative:

s47F  
[Redacted Name]

Name of Authorised Representative

s47F  
[Redacted Signature]

Signature of Authorised Representative

s47F  
[Redacted Name]

Name of witness

s47F  
[Redacted Signature]

Signature of witness

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



---

**Annexure A**

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

s22(1)(a)(ii)

**From:** s22(1)(a)(ii) **On Behalf Of** DYMOWSKI Jason  
**Sent:** Wednesday, 28 July 2021 11:13 AM  
**To:** s47F ; s47F  
**Subject:** TANS ticket and travel periods [SEC=OFFICIAL]

OFFICIAL

Good Morning s47F and s47F

I am writing regarding the scheduled end of the TANS ticket sale period on 31/7 and the management of unsold tickets, especially given the level of recent cancellations due to travel restrictions.

### 1) Travel Period and Sales Period

I can advise that both the TANS ticket Sales Period and Travel Period are now extended through to **30 November 2021**. This means that the final reconciliation of Part 1 Tickets payments will be undertaken prior to 31 December 2021.

I would appreciate your assistance in implementing this change. It is anticipated that the added months will best facilitate the final sales of tickets on lower-demand TANS routes and assist with the re-sale of cancelled tickets.

You may wish to submit a revised Schedule 3 table to reflect these changes to the program's timelines, though you may not need to, as:

- there is no new requirement to withhold any tickets for sale in the added months; and
- changes in sales can be reflected in the amended Schedule 3's you put in with claims under current practice.

A variation to the grant agreement changing some dates will be required, which we will look to get to you by the end of the week.

## 2) Re-allocation of tickets

You have raised re-allocating both unsold and subsequently cancelled tickets to more popular routes, to ensure total sales are achieved. The Department has expressed its preference that cancellations be re-sold on the same routes.

With the extension of the sales and travel periods, the Department retains the commitment to the route caps in Schedule 3. This will ensure an opportunity for each identified region to benefit from the program. However, the current flexibility between months (for both sale and travel) remains.

## 3) Part 2 Flights Not Extending beyond 30/9

While the travel and sales periods are extended, support for flights under Part 2 of the TANS agreement will cease as scheduled at 30 September 2021. At that point, eligible flights would revert to DANS and RANS, subject to the arrangements for those programs respectively. Any process for DANS/RANS will be initiated in August to ensure the opportunity for continuity of support. I would be keen to discuss any implications of this process with you to ensure a smooth transition.

We will organise a teleconference to discuss any views or submissions you wish to make following this email.

Thank you,

### Jason Dymowski

Assistant Secretary • Domestic Policy and Programs Branch • Domestic Aviation and Reform Division

[Jason.Dymowski@infrastructure.gov.au](mailto:Jason.Dymowski@infrastructure.gov.au)

P +61 2 6274 <sup>s22(1)</sup><sub>(a)(ii)</sub> • M +61 408 <sup>s22(1)(a)</sup><sub>(ii)</sub>  
GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development and Communications**

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.*

*I recognise and respect their continuing connection to the land, waters and communities.*

*I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

s22(1)(a)(ii)

**From:** DYMOWSKI Jason  
**Sent:** Wednesday, 8 September 2021 9:18 PM  
**To:** s47F  
**Cc:** s47F; s22(1)(a)(ii); TANS  
**Subject:** TANS variation - Qantas [SEC=OFFICIAL]  
**Attachments:** TANS Variation Agreement - QANTAS - 4Sept21 Draft 1.DOCX; Infrastructure - QANTAS TANS Grant Agreement - Variation 2 Draft.DOCX

OFFICIAL

Hi s47F

Following our discussions, attached please find the TANS variation (No2):

- extending travel and booking dates under Part 1 to 30 November;
- revising reconciliation and final reporting dates; and
- including the regional distribution of tickets proposal at schedule 3.

From previous discussions, Qantas prefers a variation agreement to a deed of variation. Legal services has sought to accommodate this with the front document here.

Please advise any comments. We can discuss as required.

Regards,

### Jason Dymowski

Assistant Secretary • Domestic Policy and Programs Branch • Domestic Aviation and Reform Division

[Jason.Dymowski@infrastructure.gov.au](mailto:Jason.Dymowski@infrastructure.gov.au)

P +61 2 6274 s22(1)(a)(ii) • M +61 408 s22(1)(a)(ii)  
 GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development and Communications**  
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live. I recognise and respect their continuing connection to the land, waters and communities. I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## VARIATION AGREEMENT No. 2

Between

s

Name	The <b>COMMONWEALTH OF AUSTRALIA</b> as represented by the <b>DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS</b> ABN 86 267 354 017
Short name	<b>Commonwealth</b>

and

Name	<b>QANTAS AIRWAYS LIMITED</b> ABN 16 009 661 901
Address	10 Bourke Road, Mascot NSW 2020
Short name	<b>Grantee</b>

---

### VARYING THE GRANT AGREEMENT FOR THE TOURISM AVIATION NETWORK SUPPORT PROGRAM DATED 22 APRIL 2021

---

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## TABLE OF CONTENTS

1.	VARIATION .....	1
2.	GENERAL .....	2
2.1	<b>Interpretation</b> .....	2
2.2	<b>Inconsistency</b> .....	2
2.3	<b>Entire agreement</b> .....	2
2.4	<b>Cost of contracting</b> .....	2
2.5	<b>Further action</b> .....	2
2.6	<b>Severability</b> .....	2
2.7	<b>Counterparts</b> .....	2
2.8	<b>Governing law</b> .....	2
	ANNEXURE 1 VARIED GRANT AGREEMENT .....	4

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

This Agreement is made between:

the **COMMONWEALTH OF AUSTRALIA** for the purposes of this Agreement represented by and acting through the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS** ABN 86 267 354 017 (**Commonwealth**)

and

**QANTAS AIRWAYS LIMITED** ABN 16 009 661 901 (**Grantee**).

## RECITALS

- A The Commonwealth and the Grantee entered into a grant agreement on 22 April 2021 for the Tourism Aviation Network Support (**TANS**) Program (**Grant Agreement**).
- B The TANS Program is part of the Commonwealth's continued economic response to the Novel Coronavirus (**COVID-19**) pandemic, providing financial assistance to Australia's tourism and aviation sectors to assist with the impact of the COVID-19 pandemic on the aviation and tourism sectors.
- C On 2 July 2021, the parties varied the Grant Agreement to increase the total Grant amount and replace Schedules 2 and 5 of the Grant Agreement.
- D The parties now wish to further vary the Grant Agreement by means of this Variation Agreement.
- E Due to the ongoing impacts of COVID-19, the Commonwealth and the Grantee have agreed to extend the timeframes for the performance of certain aspects of the Grant Agreement, including TANS Grant Part 1.
- F Further, the parties have agreed to amend the Grant Agreement to allow the Grantee to sell tickets up to the TANS Region ticket cap set out in Schedule 3 across the TANS Routes listed against that TANS Region.
- G The parties agree to vary the Grant Agreement in accordance with the terms of this Agreement so as to give effect to their intention to revise the Grant Agreement as set out in Annexure 1.

**THE PARTIES AGREE** as follows:

### 1. VARIATION

- 1.1 In consideration of the revised promises and conditions set out **Annexure 1 – Varied Grant Agreement** the parties agree that the Grant Agreement will be varied, with effect on and from 1 August 2021 (**Effective Date**), by:
- (a) inserting all clauses and words that are underlined in the copy of the Grant Agreement at **Annexure 1 – Varied Grant Agreement** of this Agreement;
  - (b) deleting all clauses and words that are struck out or crossed through in the copy of the Grant Agreement at **Annexure 1 – Varied Grant Agreement** of this Agreement; and
  - (c) replacing the Schedules of the Grant Agreement with the Schedules that are included in **Annexure 1 – Varied Grant Agreement** of this Agreement.

- 1.2 The Grant Agreement is otherwise confirmed and continues in effect as amended by this Agreement.
- 1.3 The parties agree that the mutual promises made to each under this Agreement and in **Annexure 1 – Varied Grant Agreement** is sufficient consideration for the purposes of forming a legally enforceable agreement.

## 2. GENERAL

### 2.1 Interpretation

- (a) This Agreement will, unless the contrary intention appears, be interpreted in accordance with the rules of interpretation set out in the Grant Agreement.
- (b) Capitalised terms that are not defined in this Agreement have the meaning given in the Grant Agreement.

### 2.2 Inconsistency

If there is any inconsistency between this Agreement and the Grant Agreement, the provisions of this Agreement prevail to the extent of any inconsistency.

### 2.3 Entire agreement

The Grant Agreement, as amended by this Agreement, supersedes all previous agreements or understandings between the parties in connection with its subject matter and embodies the entire agreement between the parties.

### 2.4 Cost of contracting

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

### 2.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

### 2.6 Severability

All or part of any provision of this Agreement that is illegal, invalid or unenforceable will be severed from this Agreement and the remaining provisions (and parts of provisions) will continue in force.

### 2.7 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

### 2.8 Governing law

The law of the jurisdiction noted in the Grant Agreement applies to this Agreement and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.



**EXECUTED as an Agreement**

Signed on behalf of the **COMMONWEALTH OF AUSTRALIA**, as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS ABN 86 267 354** 017, by its duly authorised officer in the presence of:

s22(1)(a)(ii)

s22(1)(a)(ii)

Signature of witness

Signature of authorised officer

s22(1)(a)(ii)

Print full name of witness

Print full name of authorised officer

JASON DYMOWSKI

30/09/21

30/9/2021

Date

Date

Signed for and on behalf of Qantas Airways Limited by its authorised representative	
Authorised representative's name (print)	s47F
Signature and date:	s47F <u>30/09/2021</u>
Witness name: (print)	s47F
Signature and date:	s47F <u>30/9/21</u>

Released under the Freedom of Information Act 2011  
Transport, Regional Development and Communications

**ANNEXURE 1  
VARIED GRANT AGREEMENT**

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

**Commonwealth Standard Grant Agreement**  
between the Commonwealth represented by  
**Department of Infrastructure, Transport,  
Regional Development and  
Communications**  
and  
**Qantas Airways Limited**  
for the  
**Tourism Aviation Network Support  
Program**

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Contents

<b>Grant Agreement for the Tourism Aviation Network Support Program .....</b>	<b>3</b>
<b>Parties to this Agreement .....</b>	<b>3</b>
The Grantee .....	3
The Commonwealth .....	3
<b>Background.....</b>	<b>3</b>
<b>Scope of this Agreement.....</b>	<b>3</b>
<b>Grant Details for the Tourism Aviation Network Support Program.....</b>	<b>5</b>
<b>A. Purpose of the Grant.....</b>	<b>5</b>
<b>B. Activity .....</b>	<b>6</b>
<b>C. Duration of the Grant.....</b>	<b>11</b>
<b>D. Payment of the Grant.....</b>	<b>12</b>
<b>E. Reporting .....</b>	<b>16</b>
<b>F. Party representatives and address for notices.....</b>	<b>17</b>
<b>G. Activity Material .....</b>	<b>18</b>
<b>Supplementary Terms .....</b>	<b>19</b>
<b>Signatures.....</b>	<b>30</b>
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>31</b>
<b>Schedule 2: TANS Routes and Discount Fares.....</b>	<b>44</b>
<b>Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the     Program Travel Period .....</b>	<b>45</b>
<b>Schedule 4: Re-booking and Cancellation Policies .....</b>	<b>46</b>
<b>Schedule 5: TANS Grant Part 2 Flights and Payments .....</b>	<b>47</b>
<b>Schedule 6: Format of Weekly Progress Report.....</b>	<b>48</b>

## Grant Agreement for the Tourism Aviation Network Support Program

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	Qantas Airways Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Qantas
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	009 661 901
Australian Business Number (ABN)	16 009 661 901
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	10 Bourke Road Mascot NSW 2020
Relevant business place (if different)	N/A
Telephone	s47F
Email	s47F @qantas.com.au

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications  
 111 Alinga Street, Canberra ACT 2601  
 ABN 86 267 354 017

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Commonwealth Standard Grant Conditions (Schedule 1);
- (d) the Grant Details; and
- (e) any other document referenced or incorporated in the Grant Details.

---

Each set of Grant Details, including the Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the above list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Grant Details for the Tourism Aviation Network Support Program

### A. Purpose of the Grant

1. The Tourism Aviation Network Support (**TANS**) Program (**Program**) is part of the Commonwealth's continued economic response to the Novel Coronavirus (**COVID-19**) pandemic, providing financial assistance to Australia's tourism and aviation sectors to assist with the impact of the COVID-19 pandemic on the aviation and tourism sectors.
2. The aviation and tourism sectors, particularly parts of the tourism sector that are heavily reliant on international and interstate tourism, continue to suffer a significant downturn caused by the COVID-19 pandemic, the closure of international borders and uncertainty amongst both international and domestic travellers in respect of possible closures of State and Territory borders.
3. The purpose of the Grant is to:
  - a. drive more domestic tourists to travel to key nominated regions that have suffered significant adverse impacts from the loss of international tourists;
  - b. support jobs within the Australian tourism industry by having an economic multiplier effect, as travellers spend money on accommodation, food and activities in these regions;
  - c. support jobs in the aviation industry by increasing the network footprints of airlines operating these domestic tourism routes, and therefore increasing the number of airline workers staffing and servicing the aircraft, as well as workers in associated ground handling services and airports;
  - d. reduce the cost to consumers of flying on nominated routes by reducing ticket prices for flights taken during the period from 1 April 2021 to 30 November 2021 (inclusive) to designated regions that are heavily reliant on tourism (**TANS Grant Part 1**); and
  - e. increase the number of flights above minimum connectivity on nominated routes (creating tourism aviation surge capacity) from 1 April 2021 to 30 September 2021 (inclusive) (**TANS Grant Part 2A** and **TANS Grant Part 2B**).

## B. Activity

### Definitions

1. In this Agreement:

- a. **DANS Agreement** means the latest agreed version of the agreement between the parties for the DANS Program, regardless of whether that agreement has expired.
- b. **DANS Flight** means a Flight as defined by the DANS Agreement.
- c. **DANS Program** means the Domestic Airline Network Support Program delivered by the Commonwealth.
- d. **Passengers** means a person who has purchased a ticket on a TANS Flight.
- e. **Program Guidelines** means guidelines for the conduct of the Program that are provided by the Commonwealth to the Grantee from time to time:
  - i. which the Commonwealth will use in administering the Program; and
  - ii. with which the Grantee is required to comply in performing the Activity.

The Commonwealth may change and reissue those Program Guidelines at any time and the Grantee is required to comply with those revised Guidelines in performing the Activity.

- f. **Program Sale Period** means the period from 1 April 2021 to 30 November 2021 (inclusive).
- g. **Program Travel Period** means the period from 1 April 2021 to 30 November 2021 (inclusive).
- h. **RANS Agreement** means the latest agreed version of the agreement between the parties for the RANS Program, regardless of whether that agreement has expired.
- i. **RANS Program** means the Regional Airline Network Support Program delivered by the Commonwealth.
- j. **RANS Flight** means a Flight as defined by the RANS Agreement.
- k. **TANS Flight** means a flight operated by the Grantee on a TANS Route during the Program Travel Period.
- l. **TANS Grant Part 1** has the meaning given in clause d of Part A.
- m. **TANS Grant Part 2 Period** means the period from 1 April 2021 to 30 September 2021 (inclusive).
- n. **TANS Grant Part 2A** has the meaning given in clause e of Part A.
- o. **TANS Grant Part 2B** has the meaning given in clause e of Part A.
- p. **TANS Reference Fare** means the agreed fare used to determine the price of TANS Tickets that is set out in Schedule 2.
- q. **TANS Region** means the regions specified in Schedule 3.



- r. **TANS Routes** means the routes set out in Schedule 2.
- s. **TANS Tickets** means the discounted tickets for TANS Flights, as specified in Schedule 2.

#### **TANS Grant Part 1 – Tourism aviation discount fares**

2. The Grantee must:
  - a. distribute TANS Tickets across TANS Routes during the Program Travel Period not materially differently to the manner specified in Schedule 3; and
  - b. make those TANS Tickets available to its customers to purchase during the Program Sale Period for half of the TANS Reference Fare specified in Schedule 2.
3. In particular, on and from 1 April 2021, the Grantee must make available to its customers to purchase at least 80 per cent of the total number of TANS Tickets, but sell not more than 90 per cent of the total number of TANS Tickets set out in Schedule 2. The Grantee must make available to its customers to purchase at least 10 per cent of TANS Tickets in accordance with the timeframe agreed in writing by the parties, and must continue to do so until the earlier of:
  - a. the end of the Program Sale Period; or
  - b. the Grantee having sold all of its allocated TANS Tickets.
4. If any TANS Tickets allocated to a specific TANS Region in Schedule 3 are not sold prior to the flight in respect of which the TANS Tickets were allocated, the Grantee must re-distribute the unsold TANS Tickets to other flights operated by the Grantee in the same TANS Region during the Program Travel Period in a manner that seeks to meet the aims of the Grant.
5. Not used.
6. Not used.
7. The Grantee must not:
  - a. offer or sell to any customer a TANS Ticket for an amount greater or lesser than half of the agreed TANS Reference Fare specified in Schedule 2;
  - b. offer TANS Tickets exclusively to frequent flyers or otherwise limit the availability of TANS Tickets to a particular customer cohort or in specific circumstances (except to the extent that any such limitations are explicitly required by this Agreement or approved in writing by the Commonwealth);
  - c. charge any customer any additional amount if the customer chooses to change TANS Ticket to another TANS Flight, if the other TANS Flight has available seats, subject to the policies set out in Schedule 4; or
  - d. change its policies or practices in relation to the re-booking or cancellation of flights, as applicable at the commencement of this Agreement and set out at Schedule 4, in respect of TANS Tickets sold during the Program Sale Period without the Commonwealth's prior written approval, other than in accordance with the Grantee's usual commercial practice in response to market conditions

8. If the Grantee offers or sells TANS Tickets to its customers through a third party (e.g. a travel agent), the Grantee takes no responsibility for the acts or omissions of that third party, including compliance with clauses 2.b and 7 of this Item B.
9. The Department may, at its absolute discretion, give not less than 28 days' notice to the Grantee advising that flights specified in the notice will no longer be eligible for TANS Grant Part 1. The notice must identify the specific flights (including TANS Routes, frequencies and applicable periods) in respect of which the Department is withdrawing TANS Grant Part 1. Any such flights will no longer be TANS Flights and are not subject to the requirements of this Agreement.

#### **TANS Grant Part 2A and 2B – Tourism aviation surge capacity**

10. The parties acknowledge and agree that during the TANS Grant Part 2 Period:
  - a. DANS Flights and RANS Flights on a TANS Route will no longer be subsidised under the DANS Agreement or the RANS Agreement (as applicable) and:
    - i. if the Grantee was part of the DANS Program, TANS Grant Part 2A is intended to subsidise the costs incurred by the Grantee in operating a DANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the DANS Agreement, to ensure that TANS Tickets are more likely to be purchased and utilised by the Grantee's customers; or
    - ii. if the Grantee was part of the RANS Program, TANS Grant Part 2B is intended to subsidise the costs incurred by the Grantee in operating a RANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the RANS Agreement, to ensure that TANS Tickets are more likely to be purchased and utilised by the Grantee's customers.
11. TANS Grant Part 2A under this Agreement will apply if:
  - a. the Grantee is, or was, a party to the DANS Agreement; and
  - b. the Grantee operates a number of DANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route.
12. TANS Grant Part 2B under this Agreement will apply if:
  - a. the Grantee is, or was, a party to the RANS Agreement; and
  - b. the Grantee operates a RANS Flight on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route.
13. If TANS Grant Part 2A or TANS Grant 2B under this Agreement applies, in the circumstances described in in clauses 11 and 12 of this Item B, the Grantee:
  - a. must not claim payment from the Commonwealth pursuant to the DANS Agreement or the RANS Agreement (as applicable), in respect of the relevant TANS Flights; and
  - b. may claim payment of the Grant under TANS Grant Part 2A or TANS Grant Part 2B, as applicable, pursuant to Item D of this Agreement, in respect of all TANS Flights operated by the Grantee during the relevant week (including those flights in respect of which the Grantee might have otherwise

been entitled to claim payment from the Commonwealth pursuant to the DANS Agreement or RANS Agreement).

#### *Aircraft type*

14. The Grantee must use the aircraft type set out in Schedule 5 for each TANS Flight, unless otherwise agreed in writing by the parties. The Grantee may operate an alternative aircraft type to that set out in Schedule 5, without the Commonwealth's prior written agreement, for technical, operational or network reasons. If such a change occurs, the Commonwealth will pay the Grant based on the seat capacity of whichever of those aircraft types is lower, using the calculation methodology in the RANS Agreement or DANS Agreement (as applicable).

#### *Maximising revenue*

15. The Grantee must:
- a. use its best endeavours to maximise the revenue from each TANS Flight, including by maximising the number of Passengers on each TANS Flight. In particular, the Grantee must advertise and sell each TANS Flight on multiple platforms (including websites, third party global distribution systems, email and social media) for no less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart (or such shorter period as arises from the TANS Flight being approved by the Commonwealth less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart); and
  - b. charge each freight consignor, and use its best endeavours to collect revenue from each freight consignor, for freight carried on each TANS Flight.

#### *Border closures*

16. In the event that there is a State or Territory border closure, the Commonwealth may notify the Grantee:
- a. with not less than 24 hours' notice, that it is suspending payment of TANS Grant Part 2A or TANS Grant 2B for TANS Flights, provided that:
    - i. the border has been closed for at least 3 consecutive weeks; and
    - ii. those TANS Flights are prevented by the border closure.

In that case, despite clause 13 of this Item B, the Grantee may make any claim for payment to which it would have been entitled under the DANS Agreement or RANS Agreement (as applicable) prior to entry into this Agreement, in respect of flights for which payment is suspended under this clause 16, using the number of flights set out in the DANS Agreement or RANS Agreement (as applicable) for payment calculations; and

- b. following the re-opening of the relevant State or Territory border:
  - i. the Grantee's entitlement to payment of TANS Grant Part 2A or TANS Grant Part 2B for TANS Flights will resume; and
  - ii. the Grantee's entitlement to any payment under the DANS Agreement or RANS Agreement will cease.

## Marketing and promotions

17. From the commencement of this Agreement the Grantee must:
- a. include:
    - i. the campaign lock up 'Half off flight. Full on Holiday';
    - ii. Tourism Australia's 'Holiday Here This Year' logo; and
    - iii. to the extent possible, the campaign visuals provided by Tourism Australia,in:
    - iv. all paid promotional assets that relate to; and
    - v. all marketing channels owned or operated by the Grantee in respect of,any of the flights or routes that entitled to receive Grant under this Agreement;
  - b. use its best endeavours to include messaging provided by Tourism Australia in any press materials referencing the Program; and
  - c. obtain the approval of Tourism Australia for all marketing or promotional materials about the Program, prior to the publication or distribution of those materials (noting that Tourism Australia requires at least 24 hours to consider any such request for approval).

## C. Duration of the Grant

1. The Activity starts on the earlier of:
  - a. the commencement of this Agreement; and
  - b. 1 April 2021.
2. The Activity (other than the provision of any final reports and any other enduring obligations) ends on 30 November 2021 (**Activity Completion Date**).
3. The Agreement (other than any enduring obligations) ends (**Agreement End Date**) when the Grantee has:
  - a. completed all of the Activities to the Commonwealth's reasonable satisfaction;
  - b. provided all of the reports to the Commonwealth; and
  - c. repaid any Grant amount owing to the Commonwealth as required by this Agreement.
4. The Grantee must perform the Activity in accordance with the following Schedule:

<b>Activity Schedule</b>	
<b>Milestone</b>	<b>Due Date</b>
Program Sale Period, Program Travel Period and TANS Grant Part 2 Period commence	1 April 2021
TANS Grant Part 2 Period ends	30 September 2021
Program Sale Period and Program Travel Period end	30 November 2021
Final Reconciliation Report, including acquittal and true-up of all Grant amounts and reconciliation of all TANS Tickets sold, provided to the Commonwealth	28 February 2022

## D. Payment of the Grant

### General payment terms and conditions

1. The Commonwealth intends to enact an amendment to Schedule 1AB of the *Financial Framework (Supplementary Powers) Regulations 1997* (Cth), by 15 April 2021, providing legislative authority for the Grant to be paid pursuant to this Agreement.
2. The payment of all Grant amounts by the Commonwealth to the Grantee pursuant to this Agreement is subject to the enactment of the legislative amendment referred to in clause 1 of this Item D.
3. For clarity:
  - a. if or when the legislative amendment referred to in clause 1 of this Item D is enacted, the Grantee will be entitled to payment of the Grant in respect of Activities performed prior to the enactment date in accordance with this Agreement; and
  - b. if the legislative amendment referred to in clause 1 of this Item D is not enacted, the Grantee will not be entitled to payment of the Grant in respect of any Activities.
4. The total amount of the Grant is up to <sup>s47(1)(b)</sup> [REDACTED]
5. GST is payable on the Grant.
6. The Grantee may earn interest on the Grant. For clarity, any interest earned by the Grantee on that money is part of the Grant and must be managed by the Grantee in accordance with this Agreement.
7. The Grantee's nominated bank account into which the Grant is to be paid is:
 

Commonwealth Bank of Australia

BSB: <sup>s47G(1)(a)</sup> [REDACTED]

Account: <sup>s47G(1)(a)</sup> [REDACTED]

Name: Qantas Airways Limited

### TANS Grant Part 1 – Tourism aviation discount fares

8. The Commonwealth will pay to the Grantee the amount specified in Schedule 2 (being half the agreed TANS Reference Fare specified in Schedule 2 for the applicable TANS Route) for each TANS Ticket sold by the Grantee during the Program Sale Period. TANS Grant Part 1 payments will be made weekly in arrears, based on weekly reports from the Grantee and subject to a reconciliation against flights taken by holders of TANS Tickets in accordance with clauses 21 to 23 of this Item D.
9. The Grantee is not entitled to payment from the Commonwealth pursuant to this Agreement for any costs associated with a TANS Ticket (other than the amount referred to in clause 8 of this Item D), including:
  - a. booking fees;
  - b. cancellation or rescheduling fees;

- c. baggage fees; or
- d. any other administrative fees or overhead costs.

10.If, during the Program Travel Period, the Grantee:

- a. refunds a TANS Ticket to the passenger; or
- b. reschedules a TANS Ticket to a non-TANS Flight,

the Grantee will be required to repay to the Commonwealth any Grant amount paid by the Commonwealth in relation to that TANS Ticket through the Final Reconciliation process referred to in clauses 21 to 23 of this Item D.

11.If the Department issues a notice to the Grantee pursuant to clause 9 of Item B, the Department:

- a. will pay TANS Grant Part 1 in accordance with this Item D for any flights specified in the notice that are scheduled to be flown within 28 days of the date of that notice; and
- b. will not pay TANS Grant Part 1 for any other flights specified in the notice.

#### **TANS Grant Part 2A – Tourism aviation surge capacity**

12.The Commonwealth will pay to the Grantee the amount calculated in accordance with the DANS Agreement for any DANS Flights operated by the Grantee on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the DANS Agreement, for payment calculations).

13.For clarity, the Grantee may operate any number of DANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, but will only be entitled to receive TANS Grant Part 2A in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **TANS Grant Part 2B – Tourism aviation surge capacity**

14.The Commonwealth will pay to the Grantee the amount calculated in accordance with RANS Agreement for any RANS Flights operated by the Grantee on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the RANS Agreement, for payment calculations).

15.For clarity, the Grantee may operate a number of RANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, but will only be entitled to receive TANS Grant Part 2B in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **Invoicing**

16.The Grantee must submit invoices to the Commonwealth monthly in arrears of performing the Activities in the preceding month.

17.Any invoices submitted by the Grantee after 31 January 2022 will not be considered, and are not required to be paid, by the Commonwealth.

---

**18. Invoices must:**

- a. specify the relevant claim period;
- b. specify the correct amount of the Grant payment claimed;
- c. in relation to any TANS Grant Part 2A or TANS Grant Part 2B invoice, include information that allows the Commonwealth to substantiate the Grantee's performance of the Activities including, in respect of the preceding month, for each relevant TANS Route:
  - i. the flights that were operated by the Grantee and any flights that were not operated by the Grantee (including the reasons for any failure to operate a flight);
  - ii. the number of Passengers who travelled on each flight operated by the Grantee and the number of Passengers on each flight who flew on TANS Tickets; and
  - iii. the amount of revenue collected in respect of each flight flown;
- d. include the Grantee's:
  - i. business name;
  - ii. ABN; and
  - iii. postal address; and
- e. be addressed to the Program Manager, Tourism Aviation Network Support Program at [tans@infrastructure.gov.au](mailto:tans@infrastructure.gov.au).

**Review of decisions in relation to Grant claims****19. If the Commonwealth:**

- a. decides to reject a claim for a Grant payment;
- b. determines a reduced amount is payable in response to the claim; or
- c. terminates this Agreement,

the Grantee may request a review of the decision within 1 week of being notified of the decision. In support of the review, the Grantee may provide additional information to the Commonwealth in support of its claim.

20. If requested by the Grantee pursuant to clause 19 of this Item D, the Commonwealth will review the decision and notify the Grantee of the outcome of this review within 10 days of receiving that request. The determination of the Commonwealth will be final and binding on the Grantee.

**Final Reconciliation**

21. The Grantee must provide a report (Final Reconciliation Report) to the Commonwealth by 28 February 2022, including setting out any amounts that have been overpaid or underpaid by the Commonwealth in



---

respect of the Grant and any amounts that must be repaid by the Grantee in respect of TANS Grant Part 1 or TANS Grant Part 2.

22. Following receipt of the Final Reconciliation Report, the Commonwealth will determine and advise the Grantee what amount (if any) remains to be paid by the Commonwealth to the Grantee or by the Grantee to the Commonwealth (Reconciliation Amount).
23. The Party required to make payment must do so within 30 days of the Commonwealth determining and advising the Grantee of the Reconciliation Amount.

## E. Reporting

1. The Grantee must create, and provide to the Commonwealth, the reports set out in the table below, in the format (if any) specified in this Agreement or by the Commonwealth.
2. The Commonwealth may specify a format for, or details to be included in, each report by notice to the Grantee at any time.

Report Title	Description	Reporting Period	Delivery Date	Report Format
Progress report	Weekly progress against each Activity, Milestones and outcomes including TANS Ticket sales	Weekly	Within 10 days of the end of each week during the Program Travel Period	As set out in Schedule 6
Distribution of TANS Tickets	An updated version of Schedule 3 incorporating any changes made in accordance with clause 4 of Item B	Ad hoc	Within 3 Business Days of the Commonwealth's request	
Ad hoc requests	The Grantee must promptly comply with any reasonable ad hoc requests from the Commonwealth for additional reporting or information relevant to the Program. For clarity, these may include urgent responses to Parliamentary, Ministerial or other governmental requests for provision of information	Ad hoc	Promptly (and in no more than 2 days or such shorter period as may be specified in the request) after receiving any reasonable request for information from the Commonwealth	
Final Reconciliation Report	An independently audited financial acquittal report in accordance with clause 10.2 of Schedule 1, including a true-up of all Grant amounts, reconciliation of all TANS Tickets sold and a declaration that the Grant was spent in accordance with this Agreement	Program Travel Period	28 February 2022	

## F. Party representatives and address for notices

### Grantee's representative and address

Name	s47F
Position	Executive Manager, Government, Industry and Competition
Postal/physical address(es)	10 Bourke Road, Mascot, NSW, 2020
Business hours telephone	0415 s47F
Mobile	0415 s47F
Fax	
E-mail	s47F @gantas.com.au
Alternative contact	s47F, Manager, Government and Public Affairs

### Commonwealth representative and address

Name	Jason Dymowski
Position	Assistant Secretary – Domestic Policy and Programs
Postal/physical address(es)	111 Alinga Street CANBERRA ACT 2600  GPO Box 594 CANBERRA ACT 2601
Business hours telephone	02 6274 s22(1)(a)(ii)
Mobile	0408 s22(1)(a)(ii)
Fax	N/A
E-mail	tans@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

---

### G. Activity Material

Activity Materials	Nil
--------------------	-----

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Supplementary Terms

### 1. Other Contributions

Not Applicable

### 2. Activity Budget

Not Applicable

### 3. Intellectual property in Activity Material

- 3.1 The Grantee agrees, on request from the Commonwealth, to provide to the Commonwealth a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- 3.2 The Grantee grants the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- 3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 3.2 of these Supplementary Terms) will not infringe any third party's Intellectual Property Rights.
- 3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 4. Intellectual property – research

Not Applicable

### 5. Creative Commons licence

- 5.1 The licence in clause 17 of Schedule 1 (Commonwealth Standard Grant Conditions) includes a right for the Commonwealth to license any Activity Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

### 6. Access to premises and Materials, and audit rights

- 6.1 The Grantee must give the Commonwealth, or any person authorised in writing by the Commonwealth:
  - (a) access to premises where the Activity is being performed, or where Material relating to the Activity is kept, within the time period specified in a Commonwealth notice; and
  - (b) access to, and permission to inspect and take copies of, any Material, documents or information relevant to the Activity but excluding details of route specific revenue, costs or profitability.
- 6.2 The Auditor-General, any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) and the Commonwealth Ombudsman (including their delegates) are persons authorised for the purposes of clause 6.1 of these Supplementary Terms. This clause 6 does not detract from the statutory powers of the Auditor-General, Information Officer and Ombudsman (including their delegates).

- 6.3 The Commonwealth, or a representative of the Commonwealth, may conduct audits relevant to the performance of the Grantee's obligations under this Agreement at any time. Without limiting this clause 6, audits may be conducted:
- (a) to verify the accuracy of the Grantee's invoices, reports, acquittals and other Records;
  - (b) to verify the accuracy or completeness of the timesheets for Grantee Personnel;
  - (c) to assess whether or not the Grant has been spent in accordance with the Agreement; and
  - (d) in relation to matters relevant to expenditure of the Grant, performance of the Activities, or other performance under this Agreement.
- 6.4 The Grantee must cooperate with the Commonwealth in relation to any audit, including by providing reasonable access or making relevant information or documentation available to the Commonwealth.
- 6.5 For the purposes of clause 6.6 of these Supplementary Terms:
- (a) '**document**' and '**contract**' have the same meaning as in the *Freedom of Information Act 1982* (Cth); and
  - (b) clause 6.6 only applies if this Agreement is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982* (Cth).
- 6.6 If the Commonwealth has received a request for access to a document, being a document that relates to the performance of this Agreement (and not to the entry into this Agreement), that was created by or is in the possession of the Grantee, a subcontractor or a sub-subcontractor, the Commonwealth may at any time by notice require the Grantee to provide, or arrange for the provision of, the document to the Commonwealth and the Grantee must, at no additional cost to the Commonwealth, promptly comply with the notice.
- 6.7 The Grantee must include in any subcontract relating to the performance of this Agreement, and ensure that any sub-subcontract contains, provisions that enable the Grantee to comply with clause 6.6 of these Supplementary Terms.
- 6.8 The Grantee agrees to make itself available to the Commonwealth to conduct an interview for the purposes of understanding and evaluating the impact of the Grant. The Commonwealth may contact the Grantee for an interview up to 12 months after the date at which the Grant has concluded.
- 6.9 Without limitation to the Grantee's obligations set out in clause 7.d of Item B, the Grantee will make available to the Commonwealth its general re-booking and cancellation policies. The Commonwealth will, in its absolute discretion, assess whether the policies are consistent with the Grantee's receipt and retention of Grant funds, including the performance of the Grantee's obligations set out in clause 7.d of Item B.

## 7. Equipment and Assets

Not Applicable

## 8. Specified Personnel

Not Applicable

## 9. Relevant qualifications, licences, permits, approvals or skills

9.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

## 10. Vulnerable Persons

10.1 In this Agreement:

<b>Criminal or Court Record</b>	means any record of any Other Offence;
<b>Other Offence</b>	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> <li>(a) an apprehended violence or protection order made against the person;</li> <li>(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>(c) violence against another person or the injury, but excluding the death, of another person; or</li> <li>(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);</li> </ul>
<b>Police Check</b>	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
<b>Serious Offence</b>	means: <ul style="list-style-type: none"> <li>(a) a crime or offence involving the death of a person;</li> <li>(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;</li> <li>(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or</li> <li>(d) an attempt to commit a crime or offence described in (a) to (c);</li> </ul>
<b>Serious Record</b>	means a conviction or any finding of guilt regarding a Serious Offence; and
<b>Vulnerable Person</b>	means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

- 10.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
- (a) obtain a Police Check for that person;
  - (b) confirm that the person is not prohibited by any law from being engaged in a capacity in which they may have contact with a Vulnerable Person;
  - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity in which they may have contact with a Vulnerable Person; and
  - (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 10.2 remain current for the duration of their involvement in the Activity.
- 10.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
- (a) a Serious Record; or
  - (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- 10.4 In undertaking a risk assessment under clause 10.3 of these Supplementary Terms, the Grantee must have regard to:
- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
  - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
  - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
  - (e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.



10.5 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence,

the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## 11. Child safety

Not Applicable

## 12. Commonwealth Material, facilities and assistance

12.1 In this Agreement, **Commonwealth Material** means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, but does not include Reporting Material or Activity Material.

12.2 Nothing in this Agreement affects the ownership of Commonwealth Material.

12.3 The Commonwealth grants the Grantee a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, communicate, reproduce and publish the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement.

12.4 The Commonwealth may give the Grantee directions in relation to the Grantee's use, communication, reproduction or publication of Commonwealth Material, including:

- (a) by providing to the Grantee any relevant guidelines or protocols;
- (b) giving directions on behalf of Tourism Australia or Austrade; or
- (c) for the purposes of clause 3.4 of Schedule 1,

and the Grantee agrees to comply with those directions from the Commonwealth.

12.5 The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

## 13. Jurisdiction

13.1 This Agreement is governed by the law of the Australian Capital Territory.

## 14. Not Used

## 15. Fraud

15.1 In this Agreement, **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

- 15.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 15.3 If the Grantee becomes aware of:
- (a) any Fraud in relation to the performance of the Activity; or
  - (b) any other Fraud that has had or may have an effect on the performance of the Activity,
- then it must within 5 Business Days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.
- 15.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause 15.3 of these Supplementary Terms in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).
- 15.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
- 15.6 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
- 15.7 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).
- 15.8 This clause 15 survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this Agreement, which is not detected until after this Agreement has been terminated or has expired.

## 16. Prohibited dealings

- 16.1 In this Agreement:

<b>Listed Terrorist Organisation Consolidated List</b>	means an organisation listed as a terrorist organisation pursuant to Division 102 of the <i>Criminal Code Act 1995</i> (Cth). This list is available at: <a href="https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx">https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx</a> ;
<b>World Bank Listing of Ineligible Firms and Individuals</b>	means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the <i>United Nations Act 1945</i> (Cth) and the <i>Autonomous Sanctions Act 2011</i> (Cth). This list is available at: <a href="https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx">https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx</a> ;
	means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a> .

- 16.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:
- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
  - (b) are not, and do not become a Listed Terrorist Organisation;
  - (c) are not, and do not become listed on the Consolidated List;
  - (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
  - (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in clauses 16.2(b) to (d); and
  - (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in clauses 16.2(b) to (d).
- 16.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause 16.

## 17. Anti-corruption

- 17.1 In this Agreement, **Illegal or Corrupt Practice** means directly or indirectly:
- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
  - (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
- 17.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 17.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
- (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

17.4 The Grantee agrees to inform the Commonwealth within five Business Days if the Grantee becomes aware of any activity as described in clause 17.3 of these Supplementary Terms in relation to the performance of the Activity.

## 18. Step-in rights

Not Applicable

## 19. Grant Administrator

19.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions) the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

19.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

19.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

19.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

19.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

19.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

19.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## 20. Management Adviser

- 20.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions), the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (**Management Adviser**), which may include:
- (a) advising the Grantee on:
    - (i) the Grantee's operations and corporate governance arrangements;
    - (ii) the management of the Activity;
    - (iii) the management of the Grantee's personnel;
  - (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
  - (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
  - (d) providing any other advice to the Grantee that the Commonwealth requires.
- 20.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:
- (a) the proposed period of the appointment;
  - (b) the proposed roles and responsibilities of the Management Adviser; and
  - (c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.
- 20.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and when practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to clause 20.2 of these Supplementary Terms to provide the Commonwealth with reasons why a Management Adviser should not be appointed.
- 20.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.
- 20.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.
- 20.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:
- (a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

20.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## 21. Indemnities

- 21.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 21.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## 22. Compliance with Legislation and policies

- 22.1 In this Agreement, **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
- 22.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 22.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

## 23. Work health and safety

- 23.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 23.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 23.1 of these Supplementary Terms.
- 23.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 24. Transition

Not Applicable

## 25. Corporate governance

25.1 In this Agreement, **Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (when relevant) includes rules and any amendments that are part of the constitution; or
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

25.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

25.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

## 26. Incorporation requirement

Not Applicable

## 27. Counterparts

27.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## 28. Employees subject to SACS Decision

Not Applicable

## 29. Program interoperability with National Disability Insurance Scheme

Not Applicable

## 30. Rollover of surplus and uncommitted funds

Not Applicable

## 31. Secret and Sacred Indigenous Material

Not Applicable

## Signatures

### Executed as an agreement:

#### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name:	
Position:	.....
Signature and date:	..... .....
Witness Name:	.....
Signature and date:	..... .....

#### Grantee:

Signed for and on behalf of Qantas Airways Limited by its authorised representative	
Authorised representative's name(print)	.....
Signature and date:	..... .....
Witness name: (print)	.....
Signature and date:	..... .....

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



## Schedule 2: TANS Routes and Discount Fares

See Excel spreadsheet attached



New Schedule 2 -  
TANS Qantas Variati

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

**Schedule 2**

s47(1)(b) [Redacted]

s47(1)(b) [Redacted]

no fare

Fares inclusive of taxes

Fares inclusive of taxes

s47(1)(b) [Redacted]

s47(1)(b) [Redacted]

s47(1)(b) [Redacted]

s47(1)(b) [Redacted]

### Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the Program Travel Period

See Excel spreadsheet attached



Schedule 3 TANS  
Qantas Vari #2 Regi

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**TANS Qantas Variation #2: Draft Regional Allocation**

TANS Region	TANS routes
§47(1)(b)	
<b>Total</b>	

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

JQ	Qantas	QFG
<i>(Figures from QFG)</i>		August Regional Proposal from QFG

s47(1)(b)



## Schedule 4: Re-booking and Cancellation Policies

See Excel spreadsheet and PDF attached



TANS%20-%20QANT  
AS%20-%20Schedule



Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Schedule 5: TANS Grant Part 2 Flights and Payments

See Excel spreadsheet attached



TANS Qantas Vari 1  
New Schedule 5 Airc

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

**Annexure B**

**Schedule 5 Additional Capacity**

TANS Eligible Routes			Return		Aircraft	Max claimable seats
			JQ	QF		
Route	Route	TANS Region	JQ	QF		
s47G(1)(a)		Whitsundays and Mackay	3	-	s47G(1)(a)	180
		Adelaide / Tropical North Queensland	3	-		180
		Adelaide / Darwin	3	-		174
		Adelaide	3	-		180
		Adelaide / King Island	-	3		50
		Adelaide / Sunshine Coast	3	-		180
		Alice Springs	-	3		174
		Alice Springs	-	3		174
		Alice Springs	-	3		125
		Alice Springs	-	3		174
		Lasseter	3	-		180
		Lasseter	3	-		180
		Launceston	3	-		180
		Broome	-	3		174
		Broome	-	3		174
		Darwin / Tropical North Queensland	3	-		180
		Devonport	-	3		74
		Whitsundays and Mackay	3	-		174
		Townsville	3	-		180

(figures GST exclusive)  
s47(1)(b)



s22(1)(a)(ii)

**From:** TANS  
**Sent:** Monday, 11 October 2021 5:13 PM  
**To:** s47F @qantas.com.au'  
**Cc:** TANS; s22(1)(a)(ii)  
**Subject:** TANS Executed Variation 2 Grants Agreement - Qantas Airways Ltd [SEC=OFFICIAL]  
**Attachments:** TANS Variation 2 Agreement - QANTAS - Final - QFG executed.pdf

**Categories:** s22(1)(a)(ii)

OFFICIAL

Good afternoon,

The Tourism Aviation Network Support (TANS) Variation 2 to the agreement between Qantas Airways Ltd and the Department has been executed by the Delegate.  
 A copy is attached for your records.

Regards

s22(1)(a)(ii)

s22(1)(a)(ii)

Domestic Network and Programs  
 COVID Domestic Policy and Programs  
 Department of Infrastructure,  
 Transport, Regional Development  
 and Communications  
 t: 02 6274 s22(1)(a)(ii) |  
 e: s22(1)(a)(ii) @infrastructure.gov.au  
 GPO Box 594, Canberra ACT 2601



OFFICIAL

Released under the FOI Act 1982 by the Department of Infrastructure,  
 Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

**From:** s47F <s47F@qantas.com.au>  
**Sent:** Thursday, 2 December 2021 12:51 PM  
**To:** Regional Aviation Network Support  
**Cc:** TANS; s47F  
**Subject:** RE: In Confidence: RANS Program [SEC=OFFICIAL]

**Categories:** s22(1)(a)(ii)

Hi Ben,

Thank you very much for the advanced notice – we are grateful for the RANS extension and for the heads up to assist us with our crewing deadlines this week.

We note the slight tweaks to the program and will keep this extension in strict-confidence until publicly announced.

Thanks again.

Kind regards,

s47F

s47F

Manager, Government Affairs  
 Government, Industry, International and Sustainability  
 Qantas Airways Limited  
 A Wing, Level 1, 10 Bourke Road, Mascot NSW 2020  
 P. 0423 s47F  
 E. s47F @qantas.com.au

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter.com/qantasairways](https://twitter.com/qantasairways) | [youtube.com/qantas](https://youtube.com/qantas)



**From:** Regional Aviation Network Support  
**Sent:** Thursday, 2 December 2021 11:53 AM  
**To:** s47F  
**Cc:** TANS ; Regional Aviation Network Support  
**Subject:** In Confidence: RANS Program [SEC=OFFICIAL]

**OFFICIAL**

Dear s47F

I am writing to alert you on a confidential basis, ahead of a formal announcement from Government, that the Regional Airline Network Support (RANS) program will be extended to 31 March 2022.

The Department is working to finalise revised Grant Guidelines, which we expect will be released shortly. Once the revised guidelines are released, the Department will be in touch regarding eligibility for support going forward, and the process for extending existing grant agreements.

To ensure support continues to taper as routes and networks return to commercial viability, a change will be made to the weekly flight frequency cap as part of this final extension. The current RANS frequency cap of seven will reduce to three from Monday 3 January 2022 for all airlines. This means from this date, in any week where four or more return services are operated on a route, the route will be ineligible to claim a RANS subsidy in that week. If the frequency drops back below the cap in a future week, the route will be eligible to claim a subsidy again in that week.

I am writing to you in confidence on this subject, recognising the lead-time required for an airline to make commercial arrangements for the future. A public announcement is expected shortly and I would be grateful if you could treat this information as strictly in-confidence until that time.

As recently announced, the Tourism Aviation Network Support program is also being extended to 28 February 2022 to enable the sale of residual tickets allocated to airlines that have not been used for travel due to the recent travel restrictions applying across various states and territories. Documentation to vary the TANS grant agreement to reflect the extended timeframe will be provided shortly.

We are operating in a dynamic and crucial phase of the pandemic and the Government will continue to review all COVID-19 pandemic response measures to ensure that it continues to be fit for purpose.

Should you wish to discuss the RANS extension further, please contact [redacted] on 6274 [redacted]

For enquiries related to TANS, please contact [redacted] on [redacted].

Regards

Ben Vincent  
Assistant Secretary  
Aviation Programs Branch

**OFFICIAL**

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material. Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties. If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----  
\*\*\*\*\* PLEASE CONSIDER OUR ENVIRONMENT BEFORE PRINTING \*\*\*\*\*  
\*\*\*\*\* Confidentiality and Privilege Notice \*\*\*\*\*

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

delivery to you.

Qantas Airways Limited

ABN 16 009 661 901

Visit Qantas online at <http://qantas.com>

\*\*\*\*\*

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

**From:** s47F <s47F@qantas.com.au>  
**Sent:** Monday, 20 December 2021 4:13 PM  
**To:** s22(1)(a)(ii)  
**Cc:** VINCENT Ben; s22(1)(a)(ii); TANS; s47F; s47F; s47F;  
**Subject:** RE: TANS variation documentation [SEC=OFFICIAL]  
**Attachments:** TANS Variation Agreement 3 - QANTAS - QFG signed.pdf; TANS Grant Agreement - Variation 3.pdf; 20.12.2021 - Schedule 2.xlsx; 20.12.2021 - Schedule 3.xlsx; 20.12.2021 - Schedule 4.xlsx; 20.12.2021 - Schedule 5.xlsx  
**Categories:** s22(1)(a)(ii)

Hi s22(1)(a)(ii)

Please find attached the TANS Variation which has been executed and witnessed by Qantas representatives. I have also added Schedules 1-5 for clarity, which includes the updated Schedule 3, as when the document saves I seem to lose the icon links.

As discussed on the phone, we made:

- Two small updates to the grant agreement:
  1. Pg. 3 & 17 – removed s47F details and added s47F as the primary contact.
  2. Pg. 45 – added the new Schedule 3 as an icon to ensure that it reflects the agreed and updated schedule (attached and copied below).
- One small update to the Variation by converting the signature page to an Agreement rather than a Deed so an authorised representative could sign (rather than a Director/Secretary). This mirrors the approach we took for the original TANS agreement.

Grateful if you could please send through a fully executed copy in due course.

Kind regards,

s47F

**QF Group Summary**

		JQ
TANS Region	TANS routes	(Figures from QFG)

s47(1)(b)

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s47(1)(b)

**From:** s22(1)(a)(ii)  
**Sent:** Friday, 3 December 2021 4:09 PM  
**To:** s47F ; s47F  
**Cc:** VINCENT Ben ; s22(1)(a)(ii) ; TANS ; s47F ; s47F ; s47F  
**Subject:** RE: TANS variation documentation [SEC=OFFICIAL]

**OFFICIAL**

Hi s47F  
 Thanks for the email. It would be consistent with the commitment if there is a typical level of tickets available for those remaining s47(1)(b) flights, and a re-allocation of the balance of tickets preferably to the s47(1)(b) region. Let me know if you would like to discuss further.  
 Thanks

Regards

s22(1)(a)(ii)  
 Section Head | Domestic Network Programs  
 Aviation Programs Branch | Aviation and Airports Group  
 Department of Infrastructure, Transport, Regional Development and Communications  
 GPO Box 594, Canberra ACT 2601  
 t 02 6274 s22(1)(a)(ii) | m 0419 s22(1)(a)(ii)  
 w [www.infrastructure.gov.au](http://www.infrastructure.gov.au)

**OFFICIAL**

**From:** s47F <s47F@qantas.com.au>  
**Sent:** Friday, 3 December 2021 12:12 PM  
**To:** s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; s47F <s47F@qantas.com.au>  
**Cc:** VINCENT Ben <Ben.Vincent@infrastructure.gov.au>; s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>; s47F <s47F@qantas.com.au>  
**Subject:** RE: TANS variation documentation [SEC=OFFICIAL]

Hi s22(1)(a)(ii)

Thank you for sharing the TANS Variation – we will review your edits and get back to you asap.

On the updated Schedule 3 – for the s47(1)(b) region – we still have an allocation remaining but we do not fly s47(1)(b) for the extension period as they are seasonal and for s47(1)(b) we only have 1 flight per week in February currently scheduled. In total, there are about 2,600 seats remaining that we won't be able to sell. We therefore would like to gauge whether it is possible to move this s47(1)(b) allocation to another region in the program (preference being s47(1)(b))?

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Once we receive advice on the above we can produce an updated Schedule 3 for inclusion in the contract.

Thanks again.

Kind regards,

§47F

§47F

Manager, Government Affairs  
 Government, Industry, International and Sustainability  
 Qantas Airways Limited  
 A Wing, Level 1, 10 Bourke Road, Mascot NSW 2020  
 P. 0423 §47F  
 E. §47F [@qantas.com.au](mailto:§47F@qantas.com.au)

[qantas.com](http://qantas.com) | [facebook.com/qantas](https://facebook.com/qantas) | [twitter.com/qantasairways](https://twitter.com/qantasairways) | [youtube.com/qantas](https://youtube.com/qantas)



**From:** §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>  
**Sent:** Thursday, 2 December 2021 5:54 PM  
**To:** §47F <§47F@qantas.com.au>; §47F <§47F@qantas.com.au>  
**Cc:** VINCENT Ben <Ben.Vincent@infrastructure.gov.au>; §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>; TANS <TANS@infrastructure.gov.au>; §47F <§47F@qantas.com.au>  
**Subject:** TANS variation documentation [SEC=OFFICIAL]

**OFFICIAL**

Good afternoon,

Following the Government's decision to extend the TANS program, attached please find the Variation Agreement and marked-up grant agreement as attachment.

This extends the Part 1 (ticket booking and travel) date to 28 February 2021, and adjusts final reporting dates accordingly.

A revised Schedule 3 (ticket distribution) would also be required to include December-February.

Please let me know any comments and happy to discuss a revised ticket distribution proposal.

Thank you

Regards

§22(1)(a)(ii)

Section Head | Domestic Network Programs  
 Aviation Programs Branch | Aviation and Airports Group  
 t 02 6274 §22(1)(a)(ii) | m 0419 §22(1)(a)(ii)

**OFFICIAL**

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties. If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

-----  
\*\*\*\*\* PLEASE CONSIDER OUR ENVIRONMENT BEFORE PRINTING \*\*\*\*\*  
\*\*\*\*\* Confidentiality and Privilege Notice \*\*\*\*\*

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you.

Qantas Airways Limited  
ABN 16 009 661 901  
Visit Qantas online at <http://qantas.com>

\*\*\*\*\*

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development and Communications. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties. If you have received this e-mail in error, please notify the Department on (02) 6274-7111 and delete all copies of this transmission together with any attachments.

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



## VARIATION AGREEMENT

### Between

<b>Name</b>	The <b>COMMONWEALTH OF AUSTRALIA</b> as represented by the <b>DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS</b> ABN 86 267 354 017
<b>Short name</b>	<b>Commonwealth</b>

and

<b>Name</b>	<b>QANTAS AIRWAYS LIMITED</b> ABN 16 009 661 901
<b>Address</b>	10 Bourke Road, Mascot NSW 2020
<b>Short name</b>	<b>Grantee</b>

---

### VARYING THE GRANT AGREEMENT FOR THE TOURISM AVIATION NETWORK SUPPORT PROGRAM DATED 22 APRIL 2021

---

TABLE OF CONTENTS

1. VARIATION ..... 1

2. GENERAL ..... 2

    2.1 Interpretation ..... 2

    2.2 Inconsistency ..... 2

    2.3 Entire agreement ..... 2

    2.4 Cost of contracting ..... 2

    2.5 Further action ..... 2

    2.6 Severability ..... 2

    2.7 Counterparts ..... 2

    2.8 Governing law ..... 2

ANNEXURE 1 VARIED GRANT AGREEMENT ..... 4

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

This Agreement is made between:

the **COMMONWEALTH OF AUSTRALIA** for the purposes of this Agreement represented by and acting through the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS** ABN 88 267 354 017 (Commonwealth)

and

**QANTAS AIRWAYS LIMITED** ABN 16 009 661 901 (Grantee).

## RECITALS

- A The Commonwealth and the Grantee entered into a grant agreement on 22 April 2021 for the Tourism Aviation Network Support (TANS) Program (Grant Agreement).
- B The TANS Program is part of the Commonwealth's continued economic response to the Novel Coronavirus (COVID-19) pandemic, providing financial assistance to Australia's tourism and aviation sectors to assist with the impact of the COVID-19 pandemic on the aviation and tourism sectors.
- C On 2 July 2021, the parties varied the Grant Agreement to increase the total Grant amount and replace Schedules 2 and 5 of the Grant Agreement.
- D On 30 September 2021, the parties varied the Grant Agreement to extend the timeframes for the performance of certain aspects of the Grant Agreement, including TANS Grant Part 1.
- E The parties now wish to further vary the Grant Agreement by means of this Variation Agreement
- F Due to the ongoing impacts of COVID-19, the Commonwealth and the Grantee have agreed to further extend the timeframes for the performance of certain aspects of the Grant Agreement, including TANS Grant Part 1.
- G The parties agree to vary the Grant Agreement in accordance with the terms of this Agreement so as to give effect to their intention to revise the Grant Agreement as set out in Annexure 1.

**THE PARTIES AGREE** as follows:

### 1. VARIATION

1.1 In consideration of the revised promises and conditions set out Annexure 1 – Varied Grant Agreement the parties agree that the Grant Agreement will be varied, with effect on and from 1 December 2021 (Effective Date), by:

- (a) inserting all clauses and words that are underlined in the copy of the Grant Agreement at Annexure 1 – Varied Grant Agreement of this Agreement;
- (b) deleting all clauses and words that are struck out or crossed through in the copy of the Grant Agreement at Annexure 1 – Varied Grant Agreement of this Agreement; and
- (c) replacing the Schedules of the Grant Agreement with the Schedules that are included in Annexure 1 – Varied Grant Agreement of this Agreement.

- 1.2 The Grant Agreement is otherwise confirmed and continues in effect as amended by this Agreement.
- 1.3 The parties agree that the mutual promises made to each under this Agreement and in Annexure 1 – Varied Grant Agreement is sufficient consideration for the purposes of forming a legally enforceable agreement.

## 2. GENERAL

### 2.1 Interpretation

- (a) This Agreement will, unless the contrary intention appears, be interpreted in accordance with the rules of interpretation set out in the Grant Agreement.
- (b) Capitalised terms that are not defined in this Agreement have the meaning given in the Grant Agreement.

### 2.2 Inconsistency

If there is any inconsistency between this Agreement and the Grant Agreement, the provisions of this Agreement prevail to the extent of any inconsistency.

### 2.3 Entire agreement

The Grant Agreement, as amended by this Agreement, supersedes all previous agreements or understandings between the parties in connection with its subject matter and embodies the entire agreement between the parties.

### 2.4 Cost of contracting

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

### 2.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

### 2.6 Severability

All or part of any provision of this Agreement that is illegal, invalid or unenforceable will be severed from this Agreement and the remaining provisions (and parts of provisions) will continue in force.

### 2.7 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

### 2.8 Governing law

The law of the jurisdiction noted in the Grant Agreement applies to this Agreement and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

**EXECUTED as an Agreement**

Signed on behalf of the **COMMONWEALTH** )  
**OF AUSTRALIA**, as represented by the )  
**DEPARTMENT OF INFRASTRUCTURE,** )  
**TRANSPORT, REGIONAL DEVELOPMENT** )  
**AND COMMUNICATIONS ABN 86 267 354** )  
017, by its duly authorised officer in the )  
presence of: )

s22(1)(a)(ii) [Redacted]

Signature of witness

s22(1)(a)(ii) [Redacted]

Signature of authorised officer

s22(1)(a)(ii) [Redacted]

Print full name of witness

22/12/21

Date

s22(1)(a)(ii) [Redacted]

Print full name of authorised officer

22-12-21

Date

Signed for and on behalf of **QANTAS** )  
**AIRWAYS LIMITED ABN 16 009 661 901** in )  
accordance with the requirements of )  
section 127 of the *Corporations Act 2001* on: )

20/12/2021

Date

by

s47F [Redacted]

Printed name of Authorised representative

s47F [Redacted]

Signature of Authorised representative

and

s47F [Redacted]

Printed name of witness

s47F [Redacted]

Signature of witness

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**ANNEXURE 1  
VARIED GRANT AGREEMENT**

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**Commonwealth Standard Grant Agreement**  
between the Commonwealth represented by  
**Department of Infrastructure, Transport,  
Regional Development and  
Communications**  
and  
**Qantas Airways Limited**  
for the  
**Tourism Aviation Network Support  
Program**

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Contents

<b>Grant Agreement for the Tourism Aviation Network Support Program .....</b>	<b>3</b>
<b>Parties to this Agreement .....</b>	<b>3</b>
The Grantee .....	3
The Commonwealth .....	3
<b>Background.....</b>	<b>3</b>
<b>Scope of this Agreement.....</b>	<b>3</b>
<b>Grant Details for the Tourism Aviation Network Support Program.....</b>	<b>5</b>
<b>A. Purpose of the Grant.....</b>	<b>5</b>
<b>B. Activity .....</b>	<b>6</b>
<b>C. Duration of the Grant.....</b>	<b>11</b>
<b>D. Payment of the Grant.....</b>	<b>12</b>
<b>E. Reporting .....</b>	<b>16</b>
<b>F. Party representatives and address for notices.....</b>	<b>17</b>
<b>G. Activity Material .....</b>	<b>18</b>
<b>Supplementary Terms .....</b>	<b>19</b>
<b>Signatures.....</b>	<b>30</b>
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>31</b>
<b>Schedule 2: TANS Routes and Discount Fares.....</b>	<b>44</b>
<b>Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the     Program Travel Period .....</b>	<b>45</b>
<b>Schedule 4: Re-booking and Cancellation Policies .....</b>	<b>46</b>
<b>Schedule 5: TANS Grant Part 2 Flights and Payments .....</b>	<b>47</b>
<b>Schedule 6: Format of Weekly Progress Report.....</b>	<b>48</b>

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



## Grant Agreement for the Tourism Aviation Network Support Program

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	Qantas Airways Limited
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	Qantas
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	009 661 901
Australian Business Number (ABN)	16 009 661 901
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	10 Bourke Road Mascot NSW 2020
Relevant business place (if different)	N/A
Telephone	s47F
Email	s47F @qantas.com.au

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications

111 Alinga Street, Canberra ACT 2601

ABN 86 267 354 017

#### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

#### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Commonwealth Standard Grant Conditions (Schedule 1);
- (d) the Grant Details; and
- (e) any other document referenced or incorporated in the Grant Details.

---

Each set of Grant Details, including the Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the above list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Released under the FOI Act 1982 by the Department of Infrastructure,  
Transport, Regional Development, Communications and the Arts

## Grant Details for the Tourism Aviation Network Support Program

### A. Purpose of the Grant

1. The Tourism Aviation Network Support (**TANS**) Program (**Program**) is part of the Commonwealth's continued economic response to the Novel Coronavirus (**COVID-19**) pandemic, providing financial assistance to Australia's tourism and aviation sectors to assist with the impact of the COVID-19 pandemic on the aviation and tourism sectors.
2. The aviation and tourism sectors, particularly parts of the tourism sector that are heavily reliant on international and interstate tourism, continue to suffer a significant downturn caused by the COVID-19 pandemic, the closure of international borders and uncertainty amongst both international and domestic travellers in respect of possible closures of State and Territory borders.
3. The purpose of the Grant is to:
  - a. drive more domestic tourists to travel to key nominated regions that have suffered significant adverse impacts from the loss of international tourists;
  - b. support jobs within the Australian tourism industry by having an economic multiplier effect, as travellers spend money on accommodation, food and activities in these regions;
  - c. support jobs in the aviation industry by increasing the network footprints of airlines operating these domestic tourism routes, and therefore increasing the number of airline workers staffing and servicing the aircraft, as well as workers in associated ground handling services and airports;
  - d. reduce the cost to consumers of flying on nominated routes by reducing ticket prices for flights taken during the period from 1 April 2021 to 28 February 2022 (inclusive) to designated regions that are heavily reliant on tourism (**TANS Grant Part 1**); and
  - e. increase the number of flights above minimum connectivity on nominated routes (creating tourism aviation surge capacity) from 1 April 2021 to 30 September 2021 (inclusive) (**TANS Grant Part 2A** and **TANS Grant Part 2B**).

## B. Activity

### Definitions

1. In this Agreement:

- a. **DANS Agreement** means the latest agreed version of the agreement between the parties for the DANS Program, regardless of whether that agreement has expired.
- b. **DANS Flight** means a Flight as defined by the DANS Agreement.
- c. **DANS Program** means the Domestic Airline Network Support Program delivered by the Commonwealth.
- d. **Passengers** means a person who has purchased a ticket on a TANS Flight.
- e. **Program Guidelines** means guidelines for the conduct of the Program that are provided by the Commonwealth to the Grantee from time to time:
  - i. which the Commonwealth will use in administering the Program; and
  - ii. with which the Grantee is required to comply in performing the Activity.

The Commonwealth may change and reissue those Program Guidelines at any time and the Grantee is required to comply with those revised Guidelines in performing the Activity.

- f. **Program Sale Period** means the period from 1 April 2021 to 28 February 2022 (inclusive).
- g. **Program Travel Period** means the period from 1 April 2021 to 28 February 2022 (inclusive).
- h. **RANS Agreement** means the latest agreed version of the agreement between the parties for the RANS Program, regardless of whether that agreement has expired.
- i. **RANS Program** means the Regional Airline Network Support Program delivered by the Commonwealth.
- j. **RANS Flight** means a Flight as defined by the RANS Agreement.
- k. **TANS Flight** means a flight operated by the Grantee on a TANS Route during the Program Travel Period.
- l. **TANS Grant Part 1** has the meaning given in clause d of Part A.
- m. **TANS Grant Part 2 Period** means the period from 1 April 2021 to 30 September 2021 (inclusive).
- n. **TANS Grant Part 2A** has the meaning given in clause e of Part A.
- o. **TANS Grant Part 2B** has the meaning given in clause e of Part A.
- p. **TANS Reference Fare** means the agreed fare used to determine the price of TANS Tickets that is set out in Schedule 2.
- q. **TANS Region** means the regions specified in Schedule 3.

- r. **TANS Routes** means the routes set out in Schedule 2.
- s. **TANS Tickets** means the discounted tickets for TANS Flights, as specified in Schedule 2.

#### **TANS Grant Part 1 – Tourism aviation discount fares**

- 2. The Grantee must:
  - a. distribute TANS Tickets across TANS Routes during the Program Travel Period not materially differently to the manner specified in Schedule 3; and
  - b. make those TANS Tickets available to its customers to purchase during the Program Sale Period for half of the TANS Reference Fare specified in Schedule 2.
- 3. In particular, on and from 1 April 2021, the Grantee must make available to its customers to purchase at least 80 per cent of the total number of TANS Tickets, but sell not more than 90 per cent of the total number of TANS Tickets set out in Schedule 2. The Grantee must make available to its customers to purchase at least 10 per cent of TANS Tickets in accordance with the timeframe agreed in writing by the parties, and must continue to do so until the earlier of:
  - a. the end of the Program Sale Period; or
  - b. the Grantee having sold all of its allocated TANS Tickets.
- 4. If any TANS Tickets allocated to a specific TANS Region in Schedule 3 are not sold prior to the flight in respect of which the TANS Tickets were allocated, the Grantee must re-distribute the unsold TANS Tickets to other flights operated by the Grantee in the same TANS Region during the Program Travel Period in a manner that seeks to meet the aims of the Grant.
- 5. Not used.
- 6. Not used.
- 7. The Grantee must not:
  - a. offer or sell to any customer a TANS Ticket for an amount greater or lesser than half of the agreed TANS Reference Fare specified in Schedule 2;
  - b. offer TANS Tickets exclusively to frequent flyers or otherwise limit the availability of TANS Tickets to a particular customer cohort or in specific circumstances (except to the extent that any such limitations are explicitly required by this Agreement or approved in writing by the Commonwealth);
  - c. charge any customer any additional amount if the customer chooses to change TANS Ticket to another TANS Flight, if the other TANS Flight has available seats, subject to the policies set out in Schedule 4; or
  - d. change its policies or practices in relation to the re-booking or cancellation of flights, as applicable at the commencement of this Agreement and set out at Schedule 4, in respect of TANS Tickets sold during the Program Sale Period without the Commonwealth's prior written approval, other than in accordance with the Grantee's usual commercial practice in response to market conditions

8. If the Grantee offers or sells TANS Tickets to its customers through a third party (e.g. a travel agent), the Grantee takes no responsibility for the acts or omissions of that third party, including compliance with clauses 2.b and 7 of this Item B.
9. The Department may, at its absolute discretion, give not less than 28 days' notice to the Grantee advising that flights specified in the notice will no longer be eligible for TANS Grant Part 1. The notice must identify the specific flights (including TANS Routes, frequencies and applicable periods) in respect of which the Department is withdrawing TANS Grant Part 1. Any such flights will no longer be TANS Flights and are not subject to the requirements of this Agreement.

#### **TANS Grant Part 2A and 2B – Tourism aviation surge capacity**

10. The parties acknowledge and agree that during the TANS Grant Part 2 Period:
  - a. DANS Flights and RANS Flights on a TANS Route will no longer be subsidised under the DANS Agreement or the RANS Agreement (as applicable) and:
    - i. if the Grantee was part of the DANS Program, TANS Grant Part 2A is intended to subsidise the costs incurred by the Grantee in operating a DANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the DANS Agreement, to ensure that TANS Tickets are more likely to be purchased and utilised by the Grantee's customers; or
    - ii. if the Grantee was part of the RANS Program, TANS Grant Part 2B is intended to subsidise the costs incurred by the Grantee in operating a RANS Flight on a TANS Route (if any), by paying a Grant amount calculated in accordance with the RANS Agreement, to ensure that TANS Tickets are more likely to be purchased and utilised by the Grantee's customers.
11. TANS Grant Part 2A under this Agreement will apply if:
  - a. the Grantee is, or was, a party to the DANS Agreement; and
  - b. the Grantee operates a number of DANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route.
12. TANS Grant Part 2B under this Agreement will apply if:
  - a. the Grantee is, or was, a party to the RANS Agreement; and
  - b. the Grantee operates a RANS Flight on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route.
13. If TANS Grant Part 2A or TANS Grant 2B under this Agreement applies, in the circumstances described in in clauses 11 and 12 of this Item B, the Grantee:
  - a. must not claim payment from the Commonwealth pursuant to the DANS Agreement or the RANS Agreement (as applicable), in respect of the relevant TANS Flights; and
  - b. may claim payment of the Grant under TANS Grant Part 2A or TANS Grant Part 2B, as applicable, pursuant to Item D of this Agreement, in respect of all TANS Flights operated by the Grantee during the relevant week (including those flights in respect of which the Grantee might have otherwise

been entitled to claim payment from the Commonwealth pursuant to the DANS Agreement or RANS Agreement).

#### *Aircraft type*

14. The Grantee must use the aircraft type set out in Schedule 5 for each TANS Flight, unless otherwise agreed in writing by the parties. The Grantee may operate an alternative aircraft type to that set out in Schedule 5, without the Commonwealth's prior written agreement, for technical, operational or network reasons. If such a change occurs, the Commonwealth will pay the Grant based on the seat capacity of whichever of those aircraft types is lower, using the calculation methodology in the RANS Agreement or DANS Agreement (as applicable).

#### *Maximising revenue*

15. The Grantee must:
- a. use its best endeavours to maximise the revenue from each TANS Flight, including by maximising the number of Passengers on each TANS Flight. In particular, the Grantee must advertise and sell each TANS Flight on multiple platforms (including websites, third party global distribution systems, email and social media) for no less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart (or such shorter period as arises from the TANS Flight being approved by the Commonwealth less than 2 weeks prior to the date on which the TANS Flight is scheduled to depart); and
  - b. charge each freight consignor, and use its best endeavours to collect revenue from each freight consignor, for freight carried on each TANS Flight.

#### *Border closures*

16. In the event that there is a State or Territory border closure, the Commonwealth may notify the Grantee:
- a. with not less than 24 hours' notice, that it is suspending payment of TANS Grant Part 2A or TANS Grant 2B for TANS Flights, provided that:
    - i. the border has been closed for at least 3 consecutive weeks; and
    - ii. those TANS Flights are prevented by the border closure.

In that case, despite clause 13 of this Item B, the Grantee may make any claim for payment to which it would have been entitled under the DANS Agreement or RANS Agreement (as applicable) prior to entry into this Agreement, in respect of flights for which payment is suspended under this clause 16, using the number of flights set out in the DANS Agreement or RANS Agreement (as applicable) for payment calculations; and

- b. following the re-opening of the relevant State or Territory border:
  - i. the Grantee's entitlement to payment of TANS Grant Part 2A or TANS Grant Part 2B for TANS Flights will resume; and
  - ii. the Grantee's entitlement to any payment under the DANS Agreement or RANS Agreement will cease.

## Marketing and promotions

17. From the commencement of this Agreement the Grantee must:

a. include:

- i. the campaign lock up 'Half off flight. Full on Holiday';
- ii. Tourism Australia's 'Holiday Here This Year' logo; and
- iii. to the extent possible, the campaign visuals provided by Tourism Australia,

in:

- iv. all paid promotional assets that relate to; and
- v. all marketing channels owned or operated by the Grantee in respect of,

any of the flights or routes that entitled to receive Grant under this Agreement;

- b. use its best endeavours to include messaging provided by Tourism Australia in any press materials referencing the Program; and
- c. obtain the approval of Tourism Australia for all marketing or promotional materials about the Program, prior to the publication or distribution of those materials (noting that Tourism Australia requires at least 24 hours to consider any such request for approval).



### C. Duration of the Grant

1. The Activity starts on the earlier of:
  - a. the commencement of this Agreement; and
  - b. 1 April 2021.
2. The Activity (other than the provision of any final reports and any other enduring obligations) ends on 28 February 2022 (**Activity Completion Date**).
3. The Agreement (other than any enduring obligations) ends (**Agreement End Date**) when the Grantee has:
  - a. completed all of the Activities to the Commonwealth's reasonable satisfaction;
  - b. provided all of the reports to the Commonwealth; and
  - c. repaid any Grant amount owing to the Commonwealth as required by this Agreement.
4. The Grantee must perform the Activity in accordance with the following Schedule:

<b>Activity Schedule</b>	
<b>Milestone</b>	<b>Due Date</b>
Program Sale Period, Program Travel Period and TANS Grant Part 2 Period commence	1 April 2021
TANS Grant Part 2 Period ends	30 September 2021
Program Sale Period and Program Travel Period end	28 February 2022
Final Reconciliation Report, including acquittal and true-up of all Grant amounts and reconciliation of all TANS Tickets sold, provided to the Commonwealth	30 April 2022

## D. Payment of the Grant

### General payment terms and conditions

1. The Commonwealth intends to enact an amendment to Schedule 1AB of the *Financial Framework (Supplementary Powers) Regulations 1997* (Cth), by 15 April 2021, providing legislative authority for the Grant to be paid pursuant to this Agreement.
2. The payment of all Grant amounts by the Commonwealth to the Grantee pursuant to this Agreement is subject to the enactment of the legislative amendment referred to in clause 1 of this Item D.
3. For clarity:
  - a. if or when the legislative amendment referred to in clause 1 of this Item D is enacted, the Grantee will be entitled to payment of the Grant in respect of Activities performed prior to the enactment date in accordance with this Agreement; and
  - b. if the legislative amendment referred to in clause 1 of this Item D is not enacted, the Grantee will not be entitled to payment of the Grant in respect of any Activities.
4. The total amount of the Grant is up to <sup>s47(1)(b)</sup> [REDACTED]
5. GST is payable on the Grant.
6. The Grantee may earn interest on the Grant. For clarity, any interest earned by the Grantee on that money is part of the Grant and must be managed by the Grantee in accordance with this Agreement.
7. The Grantee's nominated bank account into which the Grant is to be paid is:

Commonwealth Bank of Australia

BSB: <sup>s47G(1)(a)</sup> [REDACTED]

Account: <sup>s47G(1)(a)</sup> [REDACTED]

Name: Qantas Airways Limited

### TANS Grant Part 1 – Tourism aviation discount fares

8. The Commonwealth will pay to the Grantee the amount specified in Schedule 2 (being half the agreed TANS Reference Fare specified in Schedule 2 for the applicable TANS Route) for each TANS Ticket sold by the Grantee during the Program Sale Period. TANS Grant Part 1 payments will be made weekly in arrears, based on weekly reports from the Grantee and subject to a reconciliation against flights taken by holders of TANS Tickets in accordance with clauses 21 to 23 of this Item D.
9. The Grantee is not entitled to payment from the Commonwealth pursuant to this Agreement for any costs associated with a TANS Ticket (other than the amount referred to in clause 8 of this Item D), including:
  - a. booking fees;
  - b. cancellation or rescheduling fees;

- c. baggage fees; or
- d. any other administrative fees or overhead costs.

10.If, during the Program Travel Period, the Grantee:

- a. refunds a TANS Ticket to the passenger; or
- b. reschedules a TANS Ticket to a non-TANS Flight,

the Grantee will be required to repay to the Commonwealth any Grant amount paid by the Commonwealth in relation to that TANS Ticket through the Final Reconciliation process referred to in clauses 21 to 23 of this Item D.

11.If the Department issues a notice to the Grantee pursuant to clause 9 of Item B, the Department:

- a. will pay TANS Grant Part 1 in accordance with this Item D for any flights specified in the notice that are scheduled to be flown within 28 days of the date of that notice; and
- b. will not pay TANS Grant Part 1 for any other flights specified in the notice.

#### **TANS Grant Part 2A – Tourism aviation surge capacity**

12.The Commonwealth will pay to the Grantee the amount calculated in accordance with the DANS Agreement for any DANS Flights operated by the Grantee on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the DANS Agreement, for payment calculations).

13.For clarity, the Grantee may operate any number of DANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, but will only be entitled to receive TANS Grant Part 2A in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **TANS Grant Part 2B – Tourism aviation surge capacity**

14.The Commonwealth will pay to the Grantee the amount calculated in accordance with RANS Agreement for any RANS Flights operated by the Grantee on a TANS Route during a week of the TANS Grant Part 2 Period, up to the number of flights specified in Schedule 5 for that TANS Route (and using that number of flights, rather than those set out in the RANS Agreement, for payment calculations).

15.For clarity, the Grantee may operate a number of RANS Flights on a TANS Route during a week of the TANS Grant Part 2 Period, but will only be entitled to receive TANS Grant Part 2B in respect of the number of flights specified in Schedule 5 for that TANS Route.

#### **Invoicing**

16.The Grantee must submit invoices to the Commonwealth monthly in arrears of performing the Activities in the preceding month.

17.Any invoices submitted by the Grantee after 30 April 2022 will not be considered, and are not required to be paid, by the Commonwealth.

## 18. Invoices must:

- a. specify the relevant claim period;
- b. specify the correct amount of the Grant payment claimed;
- c. in relation to any TANS Grant Part 2A or TANS Grant Part 2B invoice, include information that allows the Commonwealth to substantiate the Grantee's performance of the Activities including, in respect of the preceding month, for each relevant TANS Route:
  - i. the flights that were operated by the Grantee and any flights that were not operated by the Grantee (including the reasons for any failure to operate a flight);
  - ii. the number of Passengers who travelled on each flight operated by the Grantee and the number of Passengers on each flight who flew on TANS Tickets; and
  - iii. the amount of revenue collected in respect of each flight flown;
- d. include the Grantee's:
  - i. business name;
  - ii. ABN; and
  - iii. postal address; and
- e. be addressed to the Program Manager, Tourism Aviation Network Support Program at [tans@infrastructure.gov.au](mailto:tans@infrastructure.gov.au).

#### Review of decisions in relation to Grant claims

## 19. If the Commonwealth:

- a. decides to reject a claim for a Grant payment;
- b. determines a reduced amount is payable in response to the claim; or
- c. terminates this Agreement,

the Grantee may request a review of the decision within 1 week of being notified of the decision. In support of the review, the Grantee may provide additional information to the Commonwealth in support of its claim.

20. If requested by the Grantee pursuant to clause 19 of this Item D, the Commonwealth will review the decision and notify the Grantee of the outcome of this review within 10 days of receiving that request. The determination of the Commonwealth will be final and binding on the Grantee.

#### Final Reconciliation

21. The Grantee must provide a report (Final Reconciliation Report) to the Commonwealth by 30 April 2022, including setting out any amounts that have been overpaid or underpaid by the Commonwealth in

---

respect of the Grant and any amounts that must be repaid by the Grantee in respect of TANS Grant Part 1 or TANS Grant Part 2.

22. Following receipt of the Final Reconciliation Report, the Commonwealth will determine and advise the Grantee what amount (if any) remains to be paid by the Commonwealth to the Grantee or by the Grantee to the Commonwealth (Reconciliation Amount).
23. The Party required to make payment must do so within 30 days of the Commonwealth determining and advising the Grantee of the Reconciliation Amount.

## E. Reporting

1. The Grantee must create, and provide to the Commonwealth, the reports set out in the table below, in the format (if any) specified in this Agreement or by the Commonwealth.
2. The Commonwealth may specify a format for, or details to be included in, each report by notice to the Grantee at any time.

Report Title	Description	Reporting Period	Delivery Date	Report Format
Progress report	Weekly progress against each Activity, Milestones and outcomes including TANS Ticket sales	Weekly	Within 10 days of the end of each week during the Program Travel Period	As set out in Schedule 6
Distribution of TANS Tickets	An updated version of Schedule 3 incorporating any changes made in accordance with clause 4 of Item B	Ad hoc	Within 3 Business Days of the Commonwealth's request	
Ad hoc requests	The Grantee must promptly comply with any reasonable ad hoc requests from the Commonwealth for additional reporting or information relevant to the Program. For clarity, these may include urgent responses to Parliamentary, Ministerial or other governmental requests for provision of information	Ad hoc	Promptly (and in no more than 2 days or such shorter period as may be specified in the request) after receiving any reasonable request for information from the Commonwealth	
Final Reconciliation Report	An independently audited financial acquittal report in accordance with clause 10.2 of Schedule 1, including a true-up of all Grant amounts, reconciliation of all TANS Tickets sold and a declaration that the Grant was spent in accordance with this Agreement	Program Travel Period	30 April 2022	

## F. Party representatives and address for notices

### Grantee's representative and address

Name	s47F
Position	Executive Manager, Government, Industry and Competition
Postal/physical address(es)	10 Bourke Road, Mascot, NSW, 2020
Business hours telephone	s47F
Mobile	s47F
Fax	
E-mail	s47F @gantas.com.au
Alternative contact	s47F, Manager, Government and Public Affairs

### Commonwealth representative and address

Name	Ben Vincent
Position	Assistant Secretary – Aviation Programs Branch
Postal/physical address(es)	111 Alinga Street CANBERRA ACT 2600  GPO Box 594 CANBERRA ACT 2601
Business hours telephone	02 6274 s22(1)(a)(ii)
Mobile	0409 s22(1)(a)(ii)
Fax	N/A
E-mail	tans@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

---

### G. Activity Material

Activity Materials	Nil
--------------------	-----

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



## Supplementary Terms

### 1. Other Contributions

Not Applicable

### 2. Activity Budget

Not Applicable

### 3. Intellectual property in Activity Material

- 3.1 The Grantee agrees, on request from the Commonwealth, to provide to the Commonwealth a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- 3.2 The Grantee grants the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- 3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 3.2 of these Supplementary Terms) will not infringe any third party's Intellectual Property Rights.
- 3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

### 4. Intellectual property – research

Not Applicable

### 5. Creative Commons licence

- 5.1 The licence in clause 17 of Schedule 1 (Commonwealth Standard Grant Conditions) includes a right for the Commonwealth to license any Activity Material specified in the Grant Details to the public under a Creative Commons Attribution licence (CC BY licence).

### 6. Access to premises and Materials, and audit rights

- 6.1 The Grantee must give the Commonwealth, or any person authorised in writing by the Commonwealth:
  - (a) access to premises where the Activity is being performed, or where Material relating to the Activity is kept, within the time period specified in a Commonwealth notice; and
  - (b) access to, and permission to inspect and take copies of, any Material, documents or information relevant to the Activity but excluding details of route specific revenue, costs or profitability.
- 6.2 The Auditor-General, any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) and the Commonwealth Ombudsman (including their delegates) are persons authorised for the purposes of clause 6.1 of these Supplementary Terms. This clause 6 does not detract from the statutory powers of the Auditor-General, Information Officer and Ombudsman (including their delegates).

- 6.3 The Commonwealth, or a representative of the Commonwealth, may conduct audits relevant to the performance of the Grantee's obligations under this Agreement at any time. Without limiting this clause 6, audits may be conducted:
- (a) to verify the accuracy of the Grantee's invoices, reports, acquittals and other Records;
  - (b) to verify the accuracy or completeness of the timesheets for Grantee Personnel;
  - (c) to assess whether or not the Grant has been spent in accordance with the Agreement; and
  - (d) in relation to matters relevant to expenditure of the Grant, performance of the Activities, or other performance under this Agreement.
- 6.4 The Grantee must cooperate with the Commonwealth in relation to any audit, including by providing reasonable access or making relevant information or documentation available to the Commonwealth.
- 6.5 For the purposes of clause 6.6 of these Supplementary Terms:
- (a) '**document**' and '**contract**' have the same meaning as in the *Freedom of Information Act 1982* (Cth); and
  - (b) clause 6.6 only applies if this Agreement is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982* (Cth).
- 6.6 If the Commonwealth has received a request for access to a document, being a document that relates to the performance of this Agreement (and not to the entry into this Agreement), that was created by or is in the possession of the Grantee, a subcontractor or a sub-subcontractor, the Commonwealth may at any time by notice require the Grantee to provide, or arrange for the provision of, the document to the Commonwealth and the Grantee must, at no additional cost to the Commonwealth, promptly comply with the notice.
- 6.7 The Grantee must include in any subcontract relating to the performance of this Agreement, and ensure that any sub-subcontract contains, provisions that enable the Grantee to comply with clause 6.6 of these Supplementary Terms.
- 6.8 The Grantee agrees to make itself available to the Commonwealth to conduct an interview for the purposes of understanding and evaluating the impact of the Grant. The Commonwealth may contact the Grantee for an interview up to 12 months after the date at which the Grant has concluded.
- 6.9 Without limitation to the Grantee's obligations set out in clause 7.d of Item B, the Grantee will make available to the Commonwealth its general re-booking and cancellation policies. The Commonwealth will, in its absolute discretion, assess whether the policies are consistent with the Grantee's receipt and retention of Grant funds, including the performance of the Grantee's obligations set out in clause 7.d of Item B.

## 7. Equipment and Assets

Not Applicable

## 8. Specified Personnel

Not Applicable

## 9. Relevant qualifications, licences, permits, approvals or skills

9.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

## 10. Vulnerable Persons

10.1 In this Agreement:

<b>Criminal or Court Record</b>	means any record of any Other Offence;
<b>Other Offence</b>	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> <li>(a) an apprehended violence or protection order made against the person;</li> <li>(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>(c) violence against another person or the injury, but excluding the death, of another person; or</li> <li>(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);</li> </ul>
<b>Police Check</b>	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
<b>Serious Offence</b>	means: <ul style="list-style-type: none"> <li>(a) a crime or offence involving the death of a person;</li> <li>(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;</li> <li>(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or</li> <li>(d) an attempt to commit a crime or offence described in (a) to (c);</li> </ul>
<b>Serious Record</b>	means a conviction or any finding of guilt regarding a Serious Offence; and
<b>Vulnerable Person</b>	means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

- 10.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:
- (a) obtain a Police Check for that person;
  - (b) confirm that the person is not prohibited by any law from being engaged in a capacity in which they may have contact with a Vulnerable Person;
  - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity in which they may have contact with a Vulnerable Person; and
  - (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause 10.2 remain current for the duration of their involvement in the Activity.
- 10.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
- (a) a Serious Record; or
  - (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.
- 10.4 In undertaking a risk assessment under clause 10.3 of these Supplementary Terms, the Grantee must have regard to:
- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
  - (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
  - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
  - (e) any other relevant matter,
- and must ensure it fully documents the conduct and outcome of the risk assessment.

10.5 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence,

the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

## 11. Child safety

Not Applicable

## 12. Commonwealth Material, facilities and assistance

12.1 In this Agreement, **Commonwealth Material** means any Material:

- (a) provided by the Commonwealth to the Grantee for the purposes of this Agreement; or
- (b) derived at any time from this Material, but does not include Reporting Material or Activity Material.

12.2 Nothing in this Agreement affects the ownership of Commonwealth Material.

12.3 The Commonwealth grants the Grantee a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sublicense) to use, communicate, reproduce and publish the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement.

12.4 The Commonwealth may give the Grantee directions in relation to the Grantee's use, communication, reproduction or publication of Commonwealth Material, including:

- (a) by providing to the Grantee any relevant guidelines or protocols;
- (b) giving directions on behalf of Tourism Australia or Austrade; or
- (c) for the purposes of clause 3.4 of Schedule 1,

and the Grantee agrees to comply with those directions from the Commonwealth.

12.5 The Grantee agrees to return or destroy all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement as directed by the Commonwealth.

## 13. Jurisdiction

13.1 This Agreement is governed by the law of the Australian Capital Territory.

## 14. Not Used

## 15. Fraud

15.1 In this Agreement, **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

- 15.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 15.3 If the Grantee becomes aware of:
- (a) any Fraud in relation to the performance of the Activity; or
  - (b) any other Fraud that has had or may have an effect on the performance of the Activity,
- then it must within 5 Business Days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.
- 15.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause 15.3 of these Supplementary Terms in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).
- 15.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
- 15.6 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
- 15.7 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).
- 15.8 This clause 15 survives the termination or expiration of this Agreement, including with respect to any Fraud relating to the performance of this Agreement, which is not detected until after this Agreement has been terminated or has expired.

## 16. Prohibited dealings

- 16.1 In this Agreement:

<b>Listed Terrorist Organisation Consolidated List</b>	means an organisation listed as a terrorist organisation pursuant to Division 102 of the <i>Criminal Code Act 1995</i> (Cth). This list is available at: <a href="https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx">https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx</a> ;
<b>World Bank Listing of Ineligible Firms and Individuals</b>	means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the <i>United Nations Act 1945</i> (Cth) and the <i>Autonomous Sanctions Act 2011</i> (Cth). This list is available at: <a href="https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx">https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx</a> ;
	means the list of firms and individuals ineligible to be awarded a World Bank-financed contract. This list is available at: <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a> .

- 16.2 The Grantee agrees to take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:
- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
  - (b) are not, and do not become a Listed Terrorist Organisation;
  - (c) are not, and do not become listed on the Consolidated List;
  - (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
  - (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in clauses 16.2(b) to (d); and
  - (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in clauses 16.2(b) to (d).
- 16.3 The Grantee agrees to inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause 16.

## 17. Anti-corruption

- 17.1 In this Agreement, **Illegal or Corrupt Practice** means directly or indirectly:
- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
  - (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
- 17.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 17.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
- (a) engage in an Illegal or Corrupt Practice; or
  - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

- 17.4 The Grantee agrees to inform the Commonwealth within five Business Days if the Grantee becomes aware of any activity as described in clause 17.3 of these Supplementary Terms in relation to the performance of the Activity.

## 18. Step-in rights

Not Applicable

## 19. Grant Administrator

- 19.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions) the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).
- 19.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.
- 19.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:
- (a) the proposed period of the appointment;
  - (b) the roles and responsibilities of the Grant Administrator; and
  - (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.
- 19.4 The Commonwealth may appoint more than one Grant Administrator at the same time.
- 19.5 The Grantee agrees to:
- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
  - (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
  - (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.
- 19.6 A Grant Administrator that provides a report to the Commonwealth:
- (a) does so independently of the Grantee; and
  - (b) does not reduce the Grantee's obligations to provide reports under this Agreement.
- 19.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.



## 20. Management Adviser

- 20.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 (Commonwealth Standard Grant Conditions), the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (**Management Adviser**), which may include:
- (a) advising the Grantee on:
    - (i) the Grantee's operations and corporate governance arrangements;
    - (ii) the management of the Activity;
    - (iii) the management of the Grantee's personnel;
  - (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
  - (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
  - (d) providing any other advice to the Grantee that the Commonwealth requires.
- 20.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:
- (a) the proposed period of the appointment;
  - (b) the proposed roles and responsibilities of the Management Adviser; and
  - (c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.
- 20.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and when practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to clause 20.2 of these Supplementary Terms to provide the Commonwealth with reasons why a Management Adviser should not be appointed.
- 20.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.
- 20.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.
- 20.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:
- (a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

20.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

## 21. Indemnities

- 21.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 21.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## 22. Compliance with Legislation and policies

- 22.1 In this Agreement, **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
- 22.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 22.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

## 23. Work health and safety

- 23.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 23.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 23.1 of these Supplementary Terms.
- 23.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

## 24. Transition

Not Applicable

## 25. Corporate governance

25.1 In this Agreement, **Constitution** means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (when relevant) includes rules and any amendments that are part of the constitution; or
- (b) in relation to any other kind of body:
  - (i) the body's charter or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

25.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

25.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

## 26. Incorporation requirement

Not Applicable

## 27. Counterparts

27.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

## 28. Employees subject to SACS Decision

Not Applicable

## 29. Program interoperability with National Disability Insurance Scheme

Not Applicable

## 30. Rollover of surplus and uncommitted funds

Not Applicable

## 31. Secret and Sacred Indigenous Material

Not Applicable

## Signatures

### Executed as an agreement:

#### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name:	
Position:	.....
Signature and date:	..... .....
Witness Name:	.....
Signature and date:	..... .....

#### Grantee:

Signed for and on behalf of Qantas Airways Limited by its authorised representative	
Authorised representative's name(print)	.....
Signature and date:	..... .....
Witness name: (print)	.....
Signature and date:	..... .....

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

### Schedule 3: Distribution of TANS Tickets across TANS Routes per week during the Program Travel Period

See Excel spreadsheet attached



Schedule 3 TANS  
Qantas Vari #2 Regi

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

QF Group Summary		Allocation			Flown			Available		
		JQ	Qantas	QFG	JQ	QF	QF GROUP	JQ	QF	QF GROUP
TANS Region	TANS routes	<i>(Figures from QFG)</i>		August Regional Proposal from QFG	April 2021 – November 2021	April 2021 – November 2021	April 2021 – November 2021	December 2021 – February 2022	December 2021 – February 2022	December 2021 – February 2022
s47(1)(b)										

s22(1)(a)(ii)

**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 23 December 2021 12:44 PM  
**To:** s47F  
**Cc:** s47F ; TANS; DANS  
**Subject:** Executed documents [SEC=OFFICIAL]  
**Attachments:** Qantas Airways TANS Grant Agreement - Variation 3 executed.pdf; Qantas DANS 6.0 Variation 1 Final Executed.pdf

**Categories:** s22(1)(a)(ii)

OFFICIAL

Hi s47F attached please find executed DANS and TANS documents.

Thanks

Regards

s22(1)(a)(ii)

A/g Assistant Secretary  
 Aviation Programs Branch | Aviation and Airports Group  
 t 02 6274 s22(1)(a)(ii) | m 0419 s22(1)(a)(ii)

OFFICIAL

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts