

Subject: Dan Sultan performance - Paralympic Australia
Date: Wednesday 24 July 2024 at 3:31:58 PM Australian Eastern Standard Time
From: s47F
To: s47F
CC: s47F, s47F
 s22(1)(a)(ii)

Hi s47F,

Lovely speaking to you earlier.

As discussed, please note the following event opportunities that we would love for Dan to perform at:

Event name:	Date / time:	Location:	s22(1)(a)(ii)
Paris 2024 Celebration See attached draft run sheet	Friday, 6 September 6.00pm - 8.00pm	The Ambassador's Lounge, Australian Embassy Level 7, Rue Jean Rey, Paris 75724 Cedex 15 France	s22(1)(a)(ii)
Mob Hotel BBQ Friends & Family Event	Saturday, 7 September 4.00pm - 7.00pm	Mob Hotel 6 Rue Gambetta, 93400 Saint-Ouen-sur-Seine, Paris	
Athlete's Village performance	Thursday, 8 September	Athlete's Village - location inside Village TBC	

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s22(1)(a)(ii)

s47F, I will be in touch asap to confirm the footprint available at both the Mob Hotel restaurant terrace, Village and Embassy terrace performances. Understand that this will determine what is achievable in terms of the number of artists.

Once we've locked in the performance types / number of artists for each event, we can discuss tech requirements.

Please don't hesitate to reach out should you need any further information at this stage.

Many thanks, s47F

s47F

Paralympics Australia

s47F

s47F [@paralympic.org.au](mailto:s47F@paralympic.org.au)

Paralympic.org.au

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MS24-001427


Australian Government
**Department of Infrastructure, Transport,
Regional Development, Communications and the Arts**
To: The Hon Tony Burke MP, Minister for the Arts (for decision)
Subject: International Cultural Diplomacy Arts Fund 2024-25

Critical Date: Please action by 9 August 2024 to support organisations commencing activities.

Recommendations:

1. That you **approve** the following commitments from the International Cultural Diplomacy Arts Fund in 2024-25 under section 71 of the *Public Governance, Performance and Accountability Act 2013*:
 - a) \$45,851 (plus GST if applicable) to Dan Sultan Music Pty LTD to support three performances at the Paris 2024 Paralympics in September 2024

Approved / Not Approved

s22(1)(a)(ii)

Tony Burke

TONY BURKE

Comments:

Date:

12.8.24

Key Points:

1. Your approval is sought to fund three proposals from the International Cultural Diplomacy Arts Fund (the Fund) that facilitate arts and cultural engagement and enhance Australia's international reputation. The Department of Infrastructure, Transport, Regional Development, Communications and the Arts' summary of these proposals is at **Attachment A**.
2. The Fund is a closed, non-competitive program that provides financial support for initiatives that strategically address the Australian Government's international arts and cultural engagement and cultural diplomacy priorities, and assists the Government in meeting Australia's international commitments. s22(1)(a)(ii)

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MS24-001427

3. The projects promote the Government's international arts, cultural engagement and cultural diplomacy priorities in supporting: Dan Sultan's performances for Australian athletes at the Paris 2024 Paralympics; s22(1)(a)(ii)

4. Every proposal in this submission includes activities that support *Revive* Pillar 5 'Engaging the Audience' through making sure our stories connect with people at home and abroad and fostering exchange and reciprocal arrangements. The Dan Sultan proposal supports Pillar 1 'First Nations First' through enhancing the profile of an Australian First Nations musician and composer; and aligns with objectives of Pillar 2 'A place for every story' through supporting Australian Paralympians and their families to participate in cultural and creative life.

s22(1)(a)(ii)

Stakeholder Implications:

6. The proposed funding will have positive implications for the artists and organisations, enhance Australia's international reputation for creative excellence, foster ongoing people-to-people links under Australia's cultural diplomacy objectives, and raise Australia's reputation of good global citizenship.

s22(1)(a)(ii)

Attachments:

Attachment A: Summary of recommended projects

s22(1)(a)(ii)

Cleared By: Alison Todd
 Position: Assistant Secretary
 Division: Arts Development and Investment
 Ph: 02 6136 s22(1) Mob: s22(1)(a)(ii)
 Cleared Date: 6 August 2024

Contact Officer: s22(1)(a)(ii)
 Section: s22(1)(a)(ii) International Section
 Ph: 02 6136 s22(1)
 Mob: s22(1)(a)(ii)

Instructions for MPS: Nil

Do you require a signed hardcopy to be returned: No

PDMS Distribution List: Jim Betts, Angela French, s22(1)(a)(ii), Stephen Arnott, s22(1)(a)(ii), Philip Smith, Alison Todd s22(1)(a)(ii), s22(1)(a)(ii)

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MS24-001427

Additional Information:

s22(1)(a)(ii)



Dan Sultan Music Pty LTD (to support Dan Sultan performances at Paris 2024 Paralympics, France)	\$45,851
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s22(1)(a)(ii)



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ATTACHMENT A

International Cultural Diplomacy Arts Fund (ICDAF) – Summary of proposals

Applicant and project title	s22(1)(a)(ii)	Activity description	Reasons for recommendation	Funding recommendation
<p>Dan Sultan Music Pty LTD</p> <p>Support for Dan Sultan performance at Paris 2024 Paralympics.</p> <p><i>Critical Dates: Decision by early August to enable the funding to be allocated as soon as possible.</i></p> <p>Organisation Contact</p> <p>s47F Artist Manager</p> <p>s47F</p> <p>s47F @unifiedmusicgroup.com</p>	<p>s22(1)(a)(ii)</p>	<p>Dan Sultan Music Pty LTD is seeking funding to support Dan Sultan to perform at a series of events at the September 2024 Paris Paralympics. s22(1)(a)(ii)</p> <p>Option 1: Dan Sultan only, \$45,851 s22(1)(a)(ii)</p> <p>The Office for the Arts recommends support for Option 1: Dan Sultan only s22(1)(a)(ii)</p>	<p>This proposal supports principles under Revive Pillar 1: First Nations First that “First Nations arts and culture be First Nations led” (p.19); and to sustain and grow First Nations cultural expressions and artistic ambitions, tell First Nations stories and provide professional opportunities for First Nations work. Dan Sultan is a talented and high profile First Nations musician and composer and this activity expands his touring reach as the opportunity builds his tour in the United Kingdom and Denmark. The events will be attended and filmed in part by Channel 9 and ABC.</p> <p>The proposal aligns with objectives of Pillar 2: A Place for Every Story to support people with disability to participate in cultural and creative life (p. 45). This proposal would enable Paralympians and their families to participate in performances by a well-known Australian musical artist.</p> <p>This project broadly supports Australia’s bilateral arts and cultural engagement intent. Whilst this activity is associated with the Paris 2024 Paralympic Games, the performances are directed to Australian athletes and their families and are not aimed at creating broader global reach or engagements.</p> <p>Partial funding of \$45,851 is recommended to support artist and management fees, wages, travel, event photography & videography, insurance and 15% contingency.</p>	<p>\$45,851 (ex GST)</p>

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DAN SULTAN

TAX INVOICE

Department of Infrastructure, Transport, Regional
 Development, Communications and the Arts
 Attention: Attention: International Cultural Diplomacy Arts Fund
 Team Arts Development and Investment Branch
 2 Phillip Law St
 CANBERRA ACT 2601
 AUSTRALIA
 ABN: 86 267 354 017

Invoice Date
 15 Aug 2024
 Dan Sultan Music Pty Ltd
 51 Wangaratta Street
 Richmond VIC 3121
 s47F
 Invoice Number
 INV-0247
 Reference
 ICDAF00158 | Grant, 2024
 Paris Paralympics
 ABN
 76 161 620 131
 PO #
 45150379

Description	Quantity	Unit Price	GST	Amount AUD
ICDAF00158 - DAN SULTAN MUSIC PTY LTD Dan Sultan performance at 2024 Paris Paralympics	1.00	45,851.00	10%	45,851.00
			Subtotal	45,851.00
			TOTAL GST 10%	4,585.10
			TOTAL AUD	50,436.10

Due Date: 29 Aug 2024

s22(1)(a)(ii)

PAYMENT ADVICE

To: Dan Sultan Music Pty Ltd
 51 Wangaratta Street
 Richmond VIC 3121
 s47F

Customer
 Department of Infrastructure,
 Transport, Regional
 Development, Communications
 and the Arts
 Invoice Number
 INV-0247
 Amount Due
 50,436.10
 Due Date
 29 Aug 2024
 Amount Enclosed

Enter the amount you are paying above

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Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications and the Arts

Commonwealth Grant Agreement

between the Commonwealth represented by

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

ABN 86 267 354 017

and

Dan Sultan Music Pty LTD

ABN: 76 161 620 131

ICDAF00158

Dan Sultan performance at 2024 Paris Paralympics

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Grant Agreement: ICDAF00158 - DAN SULTAN MUSIC PTY LTD - Dan Sultan performance at 2024 Paris Paralympics

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

Parties to this Agreement

The Grantee

Organisation

Full legal name of Grantee	DAN SULTAN MUSIC PTY LTD
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Australian Private Company
Trading or business name	Dan Sultan Music Pty LTD
Australian Business Number (ABN)	76161620131
Registered for Goods and Services Tax (GST)?	Yes
Registered office (physical/postal)	s47F
Telephone	
Email	

The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, 2 Phillip Law 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 (if any);
- (c) the Commonwealth General 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 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 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.

Grant Details: ICDAF00158 - DAN SULTAN MUSIC PTY LTD - Dan Sultan performance at 2024 Paris Paralympics

A. Purpose of the Grant

This Grant is being provided under the International Cultural Diplomacy Arts Fund (ICDAF) program, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

B. Activity

The Activity is as follows:

To support Dan Sultan to perform at a series of events at the September 2024 Paris Paralympics.

The Grantee agrees to inform the Department of any changes to:

- (a) the intended scale, objective or outcome for the Activity;
- (b) the end date for the Activity; or
- (c) the budget for the Activity.

Once informed, the Department will determine whether a formal variation to this Agreement is required (see Schedule 1, clause 7).

C. Duration of the Grant

The Activity starts on the date the Commonwealth signs this Agreement.

The Activity ends on 09/09/2024, which is the **Activity Completion Date**.

The Agreement ends on the date the Commonwealth notifies the Grantee the final report has been accepted, and, if required under clause 10 of Schedule 1, when the Grantee has repaid any amounts, which is the **Agreement End Date**.

In carrying out the Activity, the Grantee agrees to comply with the following Workplan:

Key Deliverables - Task/Activity to be undertaken:	Outcome - What will be achieved by this activity?	Planned date of completion:
Dan Sultan performances 6-8 September	Dan Sultan performs a series of events and media engagements at the 2024 Paris Paralympics	09/09/2024

D. Payment of the Grant

The total amount of the Grant is \$45,851 plus GST of 4,585.10 totalling \$50,436.10.

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

s22(1)(a)(ii)

The Grant will be paid in one instalment by the Commonwealth on signature of this Agreement by the Commonwealth.

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

- (a) be dated and clearly labelled as a 'tax invoice';
- (b) include the name of the Grantee;
- (c) contain the Grantee's name, address, contact telephone number and ABN;
- (d) include the Departmental ABN: 86 267 354 017;
- (e) relate only to the goods and/or services that have been accepted by the Commonwealth in the Grant Agreement;
- (f) be for an amount which, together with all previously correctly rendered invoices, does not exceed the total amount of the Grant; and
- (g) include the Department's name and address, as follows:
 - Attention: International Cultural Diplomacy Arts Fund Team
 - Arts Development and Investment Branch
 - Department of Infrastructure, Transport, Regional Development, Communications and the Arts
 - 2 Phillip Law Street
 - Canberra ACT, 2601

E. Reporting and Acquittal

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

A Final Report must be completed and submitted online by 8 November 2024.

This report will require the Grantee to report actual outcomes against the milestones listed in the Workplan at clause C and actual expenditure of the grant monies against the budget at clause G2. The milestones and budget in this funding agreement are reflective of the approved grant application. The Grantee will be notified by email when the report forms are available online.

As part of these reporting requirements, the Grantee must provide the Commonwealth with a financial statement in respect of the receipt and expenditure of the Grant compared with the Activity budget in clause G2 of the Supplementary Terms (including any Activity generated income, receipts, and Other Contributions under clause G1 of the Supplementary Terms). This financial statement must include a declaration as to whether the financial information for the Activity represents the financial transactions fairly and is based on proper accounts and records.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F
Position	Artist Manager
Postal/physical address(es)	s47F
Business hours telephone	
E-mail	

Commonwealth representative and address

Name of representative	s22(1)(a)(ii)
Position	
Postal/physical address(es)	Department of Infrastructure, Transport, Regional Development, Communications and the Arts 2 Philip Law Street, Canberra ACT 2601 GPO Box 2154 Canberra, ACT 2601
Business hours telephone	02 6136 s22(1)
E-mail	s22(1)(a)(ii) @arts.gov.au
Alternative contact	s22(1)(a)(ii) s22(1)(a)(ii) @arts.gov.au s22(1)(a)(ii) @arts.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. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

s47(1)(b)

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then the Commonwealth may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the following budget:

Budget Year	Expenditure of Grant Funds	Amount
1	Event Photography & Videography	s47(1)(b)
1	Management Fee, Dan Sultan Fee & Crew Wages	
1	Insurance and travel (per diems, flights, accommodation, taxis/public transport)	
1	Contingency 15%	
	Total	\$45,851.00

G2.2 The Grantee may transfer funding between categories of expenditure items within the Budget subject to the following limitations:

- (a) the Grantee must seek the prior written approval of the Department for any transfer that exceeds 10% of the total Budget for the Financial Year in which the transfer would occur; and
- (b) the total amount of transfers in a Financial Year must not, except with the written approval of the Department, exceed 10% of the total Budget for that Financial Year.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit and acquittal

Not applicable.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

G6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.

G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.

G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and Assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or Asset for \$5,000 (including GST) or more, apart from those listed in the Budget.

G7.2 The Grantee agrees to maintain a register of all equipment and Assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to the Commonwealth upon request.

G7.3 The Grantee agrees to use the equipment and Assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity.

G7.5 The Grantee agrees that the proceeds of any equipment and Assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

G8. Relevant qualifications, skills or checks

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

G8A. Child Safety

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

- (a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described; and

- (b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth.

G8B. Vulnerable Persons

G8B.1 If the Activity or any part of the Activity involves working or contact with a Vulnerable Persons, the Grantee must:

- (a) obtain a Police Check for all persons performing work on any part of the Activity that involves contact with Vulnerable Persons;
- (b) confirm that the persons are not prohibited by any law from being engaged in a capacity where 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 where 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 term G8B.1 remain current for the duration of their involvement in the Activity.

G8B.2 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.

G8B.3 In undertaking a risk assessment under term G8B.2, 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.

G8B.4 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this term and agrees to provide the Commonwealth with copies of any relevant documentation on request.

G8B.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.

G9. Activity specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity, as outlined below:

- (a) use all proper care;
- (b) comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
- (c) comply with all relevant laws and in particular, take all reasonable actions to ensure that no fraud occurs;
- (d) pay all taxes, duties and government charges imposed in Australia or overseas in connection with this Agreement;
- (e) comply with any Commonwealth policy notified to the Grantee in writing;
- (f) notify the Commonwealth immediately if a conflict of interest arises, or could reasonably be perceived by others to have arisen, that may restrict the Grantee undertaking the Activity in a fair and independent way; and
- (g) communicate with the Commonwealth, especially if there is an issue that may delay, stop or adversely affect the Activity.

G9A. Fraud

G9A.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.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.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.

G9A.6 This clause survives the termination or expiry of the Agreement.

G10. Commonwealth Material, facilities and assistance

G10.1 In this Agreement, Commonwealth Material means any Material provided by the Commonwealth to the Grantee for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

G10.2 The Commonwealth agrees to provide the following Material to the Grantee:

- (a) Not Applicable

G10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

G10.4 The Commonwealth grants the Grantee a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. The Grantee must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.

G10.5 The Commonwealth agrees to provide the following facilities and assistance to the Grantee for the purpose of the Activity:

- (a) Not Applicable

G10.6 The Grantee agrees to comply with any directions or requirements notified by the Commonwealth when accessing the facilities and assistance.

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12. Acknowledgement

G12.1 The Grantee will identify and maximise opportunities to promote the Australian Government contribution to this Activity, including through print media, social media and other forms of electronic media.

G13. Grantee trustee of a Trust

Not Applicable

Signatures

Executed as an agreement:

Commonwealth of Australia:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts	
Name: Position:	s22(1)(a)(ii)
Signature and date:	19/8/24
Witness Name: (print)	
Signature and date:	19/08/2024

Grantee:

Full legal name of the Grantee:	DAN SULTAN MUSIC PTY LTD: ABN 76 161 620 131
Director's Name: (print)	s47F
Signature and date:	14/08/2024
Director/Company Secretary Name: Business Manager (print)	s47F
Signature and date:	15/08/2024

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Commonwealth General Grant Conditions

Schedule 1

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

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.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 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.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

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

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

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

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim,

Commonwealth General Grant Conditions

Schedule 1

loss or damage arising in connection with the Activity.

16.2 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.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

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

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, 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 expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in 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 General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant (excluding Activity Material, Intellectual Property Rights and real property).
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **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 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 specified in the

Commonwealth General Grant Conditions

Schedule 1

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 trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than 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 1988*.
- **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.
- **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.

s22(1)(a)(ii)

From: Cultural Diplomacy <culturaldiplomacy@arts.gov.au>
Sent: Tuesday, 3 September 2024 11:19 AM
To: Media <media@infrastructure.gov.au>; Cultural Diplomacy <culturaldiplomacy@arts.gov.au>; s22(1)(a)(ii) @arts.gov.au; Strategic Communication <strategiccommunication@communications.gov.au>
Cc: s22(1)(a)(ii) @arts.gov.au
Subject: RE: For approval - Media Release and News Story ICDAF funding [SEC=OFFICIAL]

OFFICIAL

Hi s22(1)(a)(ii)

Thanks for your call just now. Confirming:

- 6 September: 6pm-8pm, The Ambassador’s Lounge, Australian Embassy Level 7, Rue Jean Rey, Paris 75724 Cedex 15, France
- 7 September: 4pm-7pm, The Mob Hotel BBQ Friends and Family event, Hob Hotel, 6 Rue Gambetta, 93400 Sait-Ouen-sur-Seine, Paris
- 8 September: time unconfirmed, Athlete’s Village

s22(1)(a)(ii)
 s22(1)(a)(ii) • International • Arts Development and Investment
 P +61 2 6136 s22(1)(a) • E s22(1)(a)(ii) @arts.gov.au • GPO Box 594 Canberra, ACT 2601

OFFICIAL

From: Media <media@infrastructure.gov.au>
Sent: Tuesday, 3 September 2024 11:12 AM
To: Cultural Diplomacy <culturaldiplomacy@arts.gov.au>; Media <media@infrastructure.gov.au>; s22(1)(a)(ii) @arts.gov.au; Strategic Communication <strategiccommunication@communications.gov.au>
Cc: s22(1)(a)(ii) @arts.gov.au
Subject: RE: For approval - Media Release and News Story ICDAF funding [SEC=OFFICIAL]

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

OFFICIAL

Hi team! s22(1)(a)(ii) if we can get further detail (time/place) of Dan's performances on 6-8 September. Are you able to please assist?

Many thanks

s22(1)
(a)(ii)

s22(1)(a)(ii)

s22(1)(a)(ii) • Media Services • Communication and Change Branch

P +61 2 6136 s22(1)(a)

OFFICIAL

s22(1)(a)(ii)