



2021-22 CORE GRANT GUIDELINES

Introduction

The Waterfront Film Foundation (**Foundation**) is part of Geelong Waterfront Film.

Geelong Waterfront Film fosters Geelong's film industry by promoting Geelong & surrounds as an unequalled filming destination. We aim to increase filming in the region through assisting film and content creators by providing a current database of industry participants, funding, promotional opportunities, industry events and awards.

Funding is offered by way of grants and investment through the Foundation. It is our intention to support and nurture a diverse range of projects that will benefit not only local creative industries but also wider community, including those projects anticipated for presentation to national and international audiences alike.

These Core Guidelines (**Guidelines**) establish the standard terms on which the Foundation allocate and distribute funding to eligible candidates. In addition, each sub-category of grant has its own objectives, priority areas and acceptance criteria against which applications will be judged. These Guidelines and individual grant criteria remain subject to change and may vary from time to time.

Core Guidelines

1. Eligible Applicants

1.1. Applications are open to:

- a. sole traders;
- b. companies and professional industry participants; and/or
- c. members of an arts, cultural or heritage organisation, representing themselves,

that have obtained the rights to carry out the project or proposal that is the subject of the application.

1.2. An Applicant that is a **sole trader or individual** must be:

- a. an Australian citizen or lawful resident; **and**
- b. a Friend of Waterfront Film.

1.3. An Applicant that is a **company** must be incorporated and carrying on business in Australia.

1.4. An Applicant representing an **arts, cultural or heritage organisation** must conduct its principal functions within or have a demonstrated connection to the Region.

1.5. The Foundation will consider also applications from a Partnership where:

- a. at least one Applicant satisfies the Key Criteria specified at clause 3.1; and
- b. the Partnership demonstrates an active intention to share resources such as physical location, volunteers, skills and knowledge,

as detailed in a joint Project Brief.

2. Eligible Projects

2.1. As part of its mission, the Foundation will consider applications for projects that meet the following submission categories:

- a. feature length films;
- b. short films;
- c. limited series or episodic presentations;
- d. documentaries;
- e. animation;
- f. innovative works and immersive experiences created for a variety of platforms including media installations, live cinematic performances, virtual reality, or presentations on custom digital platforms.

Different funding programs are offered for specific projects or purposes. The funding available and deadlines to apply vary across the programs offered. Applicants should review and consider the individual funding criteria and grant program to determine if their project is suitable.

- 2.2.** To be considered for any funding opportunity, all Applicants must prepare and submit an application form through the Foundation's online portal, together with a Project Brief and any requested supplementary materials.
- 2.3.** The Project Brief **must** demonstrate that the Applicant has:
- a.** an active and continuing commitment to **one or more** of the following objectives:
 - i.** utilising at least one (1) filming location in the Region;
 - ii.** engaging Talent from the Region;
 - iii.** otherwise featuring the Region in the narrative or subject matter of the production.

(Key Criteria)

- 2.4.** Applicants must provide a strong rationale as to why funding is necessary and should demonstrate how the Foundation's participation in the project will foster a creative practice in the Region. As such, the Applicant may be prompted to provide supporting material to demonstrate how and why their project will be successful. The Foundation will review this material to help gain a better sense of the project.
- 2.5.** Pursuant to clause 3.4, the Applicant may be prompted to provide the following as part of a Project Brief:
- a.** a biography or curriculum vitae (CV) for the Applicant or key personnel or other collaborators involved in the project or proposal;
 - b.** a sample or extract of a script;
 - c.** letters of support from Stakeholders, individuals or organisations;
 - d.** a project development timeline;
 - e.** a budget for the project or proposal, itemised to show a breakdown of both income and expenses;
 - f.** commentary regarding the level and calibre of market interest or demonstrated pathway to audience, appropriate to the project's budget size;
 - g.** evidence of the Applicant's commitment to industry access and opportunities for training, career progression and mentoring for Talent;
 - h.** evidence of the Applicant's commitment to meaningful on-screen representation of diversity in main protagonists, themes and narratives
 - i.** evidence of the Applicant's eligibility for different categories of insurance as required under a Funding Agreement;
 - j.** evidence of realistic and achievable planning and resource use including appropriate payments for Talent;
 - k.** detail concerning the role of Stakeholders, partners or collaborators, including confirmation of their involvement with the project or proposal;
 - l.** where relevant to the project, evidence of:
 - i.** appropriate permissions and support from First Nations organisations and communities including those based in the Region;
 - ii.** licensing, permissions and/or clearances from owners of third-party Intellectual Property Rights; or
 - iii.** active consultation with participants, audiences or communities.
 - m.** detail regarding systems, procedures and practices for the protection of the health and safety of Talent and the Region; and

- n. information concerning the diversity and scale of income and co-funding, including income, grants, sponsorship and in-kind contribution from third parties.

(Supplemental Project Criteria).

- 2.6. The Foundation's consideration of any Supplemental Project Criteria remains dependent on the scale of potential funding and anticipated outcomes of the project or proposal. However, all Applicants should aim to deliver on one or more of the Supplemental Project Criteria as a project will be deemed uncompetitive if it fails to do so.
- 2.7. The Foundation is unable to accept applications for:
 - a. projects that do not satisfy the Key Project Criteria;
 - b. retrospective funding for projects that have already taken place;
 - c. funds associated with legal fees or permits;
 - d. commercial advertising campaigns;
 - e. political campaigns or subject matter;
 - f. projects that will be developed as part of a course of study including credits for certificate courses or tertiary qualifications;
 - g. wages for employees or contractors of the Applicant's business;
 - h. projects that have been assessed by the Foundation during the same financial year and rejected for funding, unless the Project Brief is substantively reworked; or
 - i. projects that, in the reasonable view of the Foundation, do not satisfactorily involve or benefit the Region or support Talent, having regard to the Supplemental Project Criteria.

3. Grant consideration

- 3.1. Following its receipt of an application, the Foundation will confirm receipt using the contact information provided by the Applicant in the Project Brief. All applications must be submitted by the closing date and late applications will not be accepted.
- 3.2. All applications are subject to individual assessment by the Grants & Awards Sub-Committee of the Waterfront Film Foundation (**Committee**). The Committee will assess each application against these Guidelines and other published criteria for the relevant grant program. As part of the review process, an Applicant may be invited to correspond directly with members of the Committee.
- 3.3. The Committee will present applications to the Board of the Waterfront Film Foundation (**Board**) for internal approval and endorsement before a Grant is formally allocated.
- 3.4. Unless otherwise advised, the Foundation will notify Applicants of the grant outcome no later than **twelve (12) weeks** after the published closing date for the applicable grant round.

4. Process following a successful application

- 4.1. The Board will publicly report grants awarded as they occur in the Foundation's Annual Report. If an Applicant has any objection to this reporting, it should communicate its concerns to the Committee in a timely fashion.
- 4.2. In a competitive grant round, not all applications will necessarily be funded. In select cases, Applicants may be offered partial funding to run a reduced or modified project or following a

rework of the Project Brief. The Committee will liaise with any Applicant to independently negotiate the terms and conditions of partial funding.

- 4.3. Following a successful application, all Applicants must accept the conditions of the Grant by signing a Funding Agreement with the Foundation. This must occur prior to the release of grant monies. If a Funding Agreement is not agreed, a grant award may be revoked and re-allocated to an alternative candidate.
- 4.4. An Invoice will be required prior to releasing any funds. The Committee will contact successful Applicants to arrange this following the execution of the Funding Agreement. Allocations for which Foundation has not received an Invoice will be automatically withdrawn at end of the financial year.
- 4.5. Allocated funds must be expended within twelve (12) months of receiving the Grant, unless otherwise specified or negotiated. For all projects and activities, the Applicant will also be required to keep all financial records relating to the Grant and prepare and submit an Accountability Report. In addition, the Applicant may be required to produce reports and other updates related to achievements, milestones, acquittals, invoices and payment under the Funding Agreement. If an Applicant does not provide satisfactory reports at the times and in the manner detailed in the Funding Agreement, the Foundation may exercise a general discretion to withhold future payments and decline to consider applications for funding for new and separate projects.
- 4.6. All successful Applicants must acknowledge Geelong Waterfront Film and the Foundation as a funding source on marketing and publicity material, subject to any style guide or criteria set out in the Funding Agreement.

5. No assignment

A successful Applicant is not permitted to assign or transfer the benefit of the Grant to any third party without the prior written consent of the Foundation.

6. Privacy and Confidential Information

- 6.1. The Foundation acknowledges that a Project Brief and supplementary materials provided as part of a grant application may contain sensitive commercial or Confidential Information.
- 6.2. The Foundation agrees to maintain the confidential nature of the Applicant's Confidential Information and will not, without the prior written consent of the Applicant, disclose or otherwise provide any Confidential Information to any person other than its employees or board members who have a need to know for carrying out its obligations and who have agreed to keep the Confidential Information confidential.
- 6.3. The Foundation further agrees to:
 - a. at least use the same efforts to protect the Applicant's Confidential Information as it uses to protect its own proprietary information; and
 - b. implement reasonable security measures to safeguard the Applicant's confidential Information from unauthorised use or copying.
- 6.4. These obligations will survive the grant application period.

7. Responsibilities of applicant

Throughout the application process, an Applicant must:

- c. operate in compliance with all relevant laws, regulations, industry codes and codes of conduct;
- d. not register or use a business, company or association (whether incorporated or not) name, domain name or trade mark which is identical, substantially identical with or deceptively similar to, capable of being confused with or contains any part of the WFF IP anywhere in the world;
- e. not at any time act in a manner which prejudices the goodwill or reputation of the Foundation or Geelong Waterfront Film; and
- f. not make any statement to the media (including but not limited to print, television, radio and all forms of social media) on behalf of the Foundation or using WFF IP without prior written consent.

8. Suspension of application

The Foundation may temporarily suspend the application process at any time without notice if it forms the view that the Applicant is in breach of these Guidelines or a Funding Agreement.

9. Definitions

In these Guidelines:

- 9.1. **Applicant** means a candidate who has applied to the Foundation for a Grant, and on their own behalf;
- 9.2. **Accountability Report** means a statement in writing from an Applicant to the Foundation that details all products and services a Grant has been spent on, specifying any special considerations and conditions that have applied to these expenses from time to time.
- 9.3. **Confidential Information** means any information and materials, in any form and including information relating to Intellectual Property Rights, which comes into the possession of either party which belongs to or relates to or is about the other party pursuant to or as a result of or in performance of this Agreement, and commercially valuable information of the Parties which a Party regards as confidential to it, which is evident by its nature to be confidential or is identified as being confidential, including without limitation, data, know how, drawings, designs, inventions, techniques, processes, analysis, strategies, research and development data, production know how and in the case of the Company, the Products and Software, and excluding information:
 - a. which at the time of its first disclosure or observation under this Agreement was in the public domain;
 - b. which, after disclosure or observation under this Agreement, comes into the public domain otherwise than by disclosure in breach of this Agreement;
 - c. which is received by that party from a third party who has the right to provide the information;
 - d. which was already in the possession or knowledge of that party without restriction prior to its disclosure or observation; or

- e. which that party is required by law to disclose;
- 9.4. Friend of Geelong Waterfront Film** means a paid subscriber and participant of the Foundation's industry database, as available at <www.geelongwaterfrontfilm.com.au/film-and-tv-database >
- 9.5. Funding Agreement** means an agreement between the Foundation and an Applicant for the supply of funding under a Grant. A Funding Agreement outlines the conditions of funding, how the Applicant will be paid and reporting requirements;
- 9.6. Grant** means a monetary award distributed by the Foundation, which may be delivered in the form of:
- f. a standalone sum;
 - g. separate instalments; or
 - h. itemised reimbursements for expenses incurred by an Applicant or in response to specific project goals.
- 9.7. Intellectual Property Rights** neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trade marks, confidential information (including trade secrets and know-how), registered designs, circuit layouts and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- 9.8. Invoice** means the tax invoice prepared by the Applicant containing an amount payable by the Foundation in accordance with the Funding Agreement including any taxes, duties, fees or other amounts payable to any government, semi-governmental or regulatory authority;
- 9.9. Partnership** means a collaboration between or among two or more Applicants, who share the intention to apply for a single Grant. A Partnership may share in funding responsibilities or contribute information and resources to a project or proposal;
- 9.10. Project Brief** means a written submission or visual presentation delivered to the Foundation that describes the initiative for which the Grant is sought;
- 9.11. Region** means the suburbs and localities of the City of Greater Geelong and the Great Otway National Park;
- 9.12. Stakeholders** means individuals or community groups who have an interest in the project or proposal. Stakeholders can include:
- a. community groups based in the Region;
 - b. local councils; or
 - c. business owners from the Region.
- 9.13. Talent** means participating performing or visual artists, arts industry service providers, designers, engineers, collaborators or cultural consultants who are located or operate principally within the Region; and

9.14. WFF Intellectual Property or WFF IP means all Intellectual Property Rights owned by or licensed to the WFF and made available to the Licensee under a Grant, including registered and unregistered trade marks.