**[Letterhead of recipient’s solicitor/s]**

[3 November 2022]

Screen Australia

Level 7, 45 Jones Street   
Ultimo NSW 2007

Australia

**To Screen Australia**

**Project name (Project) and [Funding recipient name] (Recipient)**

Screen Australia has agreed to give the Recipient funding for the Project on terms set out in an Agreement between them dated on or about the date of this letter (**Project Grant Agreement**).

As a condition precedent to the payment of the first Instalment of Screen Australia’s funding under the Project Grant Agreement, Screen Australia requires a letter from a suitably qualified solicitor in a form approved by Screen Australia which confirms that the Recipient has received advice on intellectual property rights and clearances concerning the Project.

I confirm the following:

1. I have been engaged by the Recipient to provide advice in connection with their obligations under the Project Grant Agreement;
2. I have advised the Recipient on acquiring, whether by assignment, licensing, consents or waivers, all copyright and other intellectual property rights and interests (including, but not limited to, moral rights and performers’ rights) necessary to produce, complete and exploit the Project without infringing anyone else’s rights or interests, as required by the Project Grant Agreement;
3. ***[Note to recipient’s lawyers: include this paragraph if there are underlying rights the Recipient is unable to obtain an assignment of e.g. reserved rights of the copyright owner under a licence of an underlying work. If there are Reserved Rights at this stage of development, Screen Australia needs to be made aware of and consent to them, details of the rights are to be set out here, and you or the Recipient need to request a special condition be included in the Project Grant Agreement to acknowledge them]***As at the date of this letter, I understand the Recipient does not or will not hold the following rights (**Reserved Rights**): [insert]; and
4. I am satisfied the Recipient has appropriate intellectual property clearance procedures in place in accordance with my advice, which will enable them to meet their obligations under clause 6.1 of the Project Grant Agreement[, subject to the Reserved Rights set out above].

This letter is solely for the benefit of Screen Australia, and Screen Australia may rely on it.

This letter is governed by the laws in force in New South Wales, Australia.

Yours faithfully

**[Solicitor/s for the Recipient]**