**Frequently Asked Questions – Contracting**

**What happens after my project is approved?**

Screen Australia will enter into a Production Grant Agreement (PGA) with you. Our Contracts team will send you a draft PGA for review, along with an explanatory email.

**Can I negotiate the terms of the PGA?**

Under Screen Australia’s *Terms of Trade*, Screen Australia doesn’t enter into negotiations with grant recipients in respect of the General Terms of the PGA other than in exceptional circumstances.

This ensures fairness and conformity across Programs plus allows Screen Australia to contract a very high volume of agreements in a timely manner.

Please note, the definitions ‘*General Terms*’ (in PGA) and ‘*Core Conditions*’ (in *Terms of Trade*) are interchangeable.

**When will I be paid?**

Once the PGA is fully signed and any conditions to payments are satisfied, Screen Australia will pay you within 10 days of receipt of a correct invoice.

**How will I be paid?**

Screen Australia will pay your funding in 3 instalments:

1. 60% on signing the PGA;
2. 30% on Screen Australia’s approval of your Milestone 2 Cost Report; and
3. 10% on Screen Australia’s approval of your Final Cost Report (Milestone 3) and receipt of the Delivery Materials set out in the PGA.

**What are the conditions to payment?**

*Instalment 1* – will be paid on Screen Australia’s receipt of:

* an opinion from a suitably qualified solicitor - this will be a brief letter confirming they act for you in connection with your project and have provided you with advice about appropriate clearance procedures to enable you to obtain all necessary rights to make the game; and
* written confirmation from the National Film and Sound Archive (NFSA) that you have sent the signed NFSA Deed for your project to the NFSA.

*Instalment 2* – will be paid on Screen Australia’s receipt and approval of your Milestone 2 Cost Report.

*Instalment 3* – will be paid on Screen Australia’s receipt and approval of:

* a second opinion from a suitably qualified solicitor - confirming you hold all necessary rights to deliver and exploit the game; and
* Screen Australia’s approval of the Delivery Materials set out in the PGA.

Note:

* templates for the NFSA Deed and opinion letters will be sent to you at the same time as the draft PGA
* the cost report template is available via a link in the PGA.

**Why am I delivering materials to the NFSA twice?**

The NFSA is a government agency entrusted to collect, preserve and share Australia’s audiovisual culture. It holds more than 3 million works.

Several years ago, Screen Australia transferred its library function to the NFSA.

Under the PGA, you must deliver the following to the NFSA:

1. the NFSA Deed; and
2. Your completed game

In both cases, once you deliver the above items to the NFSA, the NFSA will acknowledge receipt (by email) and copy Screen Australia.

**Additional explanations for some terms and clauses in the PGA**

**Screen Australia’s acknowledgement**

You must acknowledge Screen Australia’s support of your project. The form of acknowledgement is set out in the PGA. Screen Australia also understands there may be circumstances where the acknowledgement may not align with your project. You can discuss this directly with your Funding Manager. Any changes agreed to by your funding manager, in writing, will override the acknowledgement in the PGA.

**Definitions**

‘**Budgeted Cost**’ refers to the total “Budgeted Cost" set out in your Budget and Finance Plan. This amount is the sum of all financial contributions received by you, and is the total cost of making your game.

**‘Milestone 3 Cost Report’** means the Final Cost Report, due within 2 months of the Delivery Date.

**Clause 6.8**

One of Screen Australia’s key functions is supporting the development of a creative and commercially sustainable Australian screen production industry. Screen Australia wants to ensure that its funding recipients maintain ownership of intellectual property rights (including copyright) and creative control in their projects. If you wish to assign your rights (meaning transferring ownership of your rights) in your project to a third party, we want to work with you to be satisfied that the assignment is in your best interest.

You are required to seek Screen Australia’s written consent (not to be unreasonably withheld) to transfer your intellectual property rights (including copyright).