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

[1 March 2024]

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 [date of Project Grant Agreement] (**Project Grant Agreement**).

As a Delivery Material under the Project Grant Agreement, Screen Australia requires a satisfactory solicitors’ opinion on intellectual property and related rights and interests concerning the Project.

The opinion is to consider whether the Recipient has the Recipient holds or will hold all intellectual property rights and interests (including but not limited to copyright) necessary to produce, complete and exploit the Project without infringing intellectual property or other rights or interests, as required by clause 6.1 of the Project Grant Agreement.

I act for the Recipient for the purpose of providing this opinion.

**Documents**

To enable me to give my opinion, the Recipient has given me copies of these documents (**COT Documents**):

|  |  |  |
| --- | --- | --- |
| **No.** | **Document** | **Dated** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

***[Note to recipient’s lawyers - please include all agreements with any financiers taking a share of copyright in the Project.]***

**Assumptions**

In giving this opinion, I have assumed each of the following:

1. all relevant documents have been supplied to me;
2. all COT Documents have been correctly executed by all named parties, the signatures and seals on the originals of the COT Documents are genuine and anyone signing on behalf of another person or organisation (including a corporation) is properly authorised to sign;
3. all execution dates on the COT Documents are accurate;
4. all original COT Documents are authentic, valid and binding on all parties and the terms of the COT Documents submitted to me as copies conform in all respects with the originals of those copies;
5. all COT Documents are complete and effective and no term has been amended or waived orally or by conduct or is liable to be set aside or amended for any reason by a court or other competent tribunal;
6. any COT Document executed on or after 1 January 1991 to which a corporation is a party will not be invalid or ineffective by reason of any failure to comply with the requirements of the Corporations Act relating to Australian Company Numbers and Australian Registered Business Numbers; and
7. any right in favour of the Recipient in a COT Document:
   1. including to use or purchase another’s intellectual property such as copyright, will be properly exercised by the Recipient (including by any necessary payment of money); and
   2. expressed to be subject to an unsatisfied condition or contingency (including the payment of money) as yet unperformed will be perfected in favour of the Recipient and the condition or contingency fulfilled, satisfied or waived by all relevant people and organisations,

to the extent and within the time necessary to enable the Recipient to fulfil its obligations under the Project Grant Agreement.

**[Reserved rights**

***[Note to recipient’s lawyer: this section to be used only if there are rights the Recipient is unable to obtain so that the Recipient is unable to give the warranties under the Project Grant Agreement e.g. reserved rights of the copyright owner under a licence of an underlying work. If there are Reserved Rights, Screen Australia needs to be made aware of and consent to them, and the details of the rights are to be set out here.]***

The Recipient does not hold the following rights: [specify]**]**

**Opinion**

Based on my review of the COT Documents and on the assumptions set out in the letter, I am of the opinion that **[**subject only to the Reserved Rights set out above**]**:

* + - 1. the Recipient holds or will hold all intellectual property rights and interests (including but not limited to copyright) necessary to produce, complete, deliver and exploit the Project without infringing any intellectual property or other rights or interests and without contravening applicable law;
      2. subject to (c) below [and COT Documents **[insert number]** to **[insert number] *(i.e. documents granting a share of copyright to any financiers)*],** the Recipient owns or will own the copyright in all original “works” and “subject-matter other than works” created for the Project according to the *Copyright Act 1968* (Cth); and
      3. the Recipient holds or will hold an exclusive, worldwide licence to use, synchronise, electronically store, reproduce, perform, publish, communicate, adapt and exploit all original musical works and sound recordings created for the Project, in perpetuity or for the full duration that copyright continues to subsist, in the Project and in connection with the marketing and promotion of the Project;
      4. each of the COT Documents has been duly stamped according to the requirements of all applicable transfer or stamp duties legislation; and
      5. each of the COT Documents does not contravene any provision of Chapter 6D of the *Corporations Act 2001* or alternatively falls within the terms of an exemption granted under section 741 of the *Corporations Act 2001*.

This opinion is given as at the date of 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]**