



Crew Development Program 2025-2026: Host Company Placement Agreement

The pages with this introduction and details of the parties, with the Agreement Details and the General Terms, form a legally binding agreement between Screen NSW and you when it is signed by both parties.

If any of the Schedules, or the Schedules and the General Terms, are inconsistent, Schedule 2 (Special conditions) and then Schedule 1 has priority.

Parties

Screen NSW (short name)		
Full name	The Crown in right of the State of New South Wales acting through the Department of Creative Industries, Tourism, Hospitality and Sport	
ABN	51 766 912 245	
Street address	Level 1, 80-84 George Street, The Rocks NSW, 2000	
Contact	Name	
	Position	
	Telephone	
	Email	
You (short name)		
Name of company		
ABN		
Registered for GST		
Street address		
Contact	Name	
	Position	



	Telephone	
	Email	



Agreement details

Schedule 1:

The Program, the Services, Grants, Reports, and Acknowledgments

Item#	Item	Details	
1.	The Program	The Screen NSW Crew Development Program 2025-2026.	
2.	Program Objective	To offer intensive training, production placements, and mentorships for NSW entry-level and mid-career crew from under-represented communities to address the lack of representation and skilled-crew shortage in NSW by fast-tracking entry-level and mid-career 'below the line' practitioners via department-specific training.	
3.	Trainee	[Name and address of trainee].	
4.	Placement	<p>You will engage the Trainee for the Placement Period and arrange for the Trainee to work on [insert name of production] under the mentorship of Your Representative to meet the production placement Program Objective. You understand the Placement is in addition to any other placement or attachment obligations you may have under other Screen NSW funding programs.</p> <p>The Trainee's duties will include: [insert]</p>	
5.	Placement Period	Up to 20 weeks at 50 hours per week, commencing on or around [insert date] (or as otherwise agreed by Host Company and Trainee, as notified to Screen NSW).	
6.	Placement Location	[insert location]	
7.	Your Representatives*		
* or any variation Screen NSW first agrees to in writing.			
8.	Grant	Total Amount	\$ plus applicable GST



Item#	Item	Details	
9.	Grant	<p>Instalments</p> <ol style="list-style-type: none"> 1. \$[insert amount] (being 90% of the Grant) 2. \$[insert amount] (being 10% of the Grant) 	<p>Due dates</p> <p>Subject to you satisfying the Grant preconditions in item 9 of this Schedule 1 at the due date and Screen NSW receiving your Correct Invoice for the relevant Instalment, within 14 days of:</p> <ol style="list-style-type: none"> 1. Both parties signing this Agreement. 2. Completion of the Placement and delivery of the acquittal reports specified in item 11 of Schedule 1 satisfactory to Screen NSW, acting reasonably. <p>Note 1: A Correct Invoice is an invoice for an amount that is due for Grant according to this Agreement, which:</p> <ol style="list-style-type: none"> a. is correctly calculated; b. correctly identifies the goods or services supplied; and c. if GST applies, is a valid tax invoice under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and related legislation.
10.	<p>Grant preconditions (including Grant verification details)</p>	<p>It is a precondition to Screen NSW's paying the Grant to you that you:</p> <ol style="list-style-type: none"> a. are not in breach of this Agreement or any other agreement with Screen NSW (including of your reporting and other acquittal requirements); b. if applicable, have verified the details of your Nominated Bank Account with Screen NSW's Grant verification services; and c. have given Screen NSW any documents stated in Schedule 2: Special Conditions. <p>Note 2: Screen NSW uses Grant verification services. If you are a new recipient or a previous recipient who has changed their account details, you may be required to verify the details of the Nominated Bank Account before any of the Grant can be paid.</p>	



Item#	Item	Details	
11.	Nominated Bank Account	<p>Account Name:</p> <p>Bank:</p> <p>Branch:</p> <p>BSB:</p> <p>Account Number:</p> <p>Note 3: The financial institution must be an authorised deposit-taking institution located in New South Wales, including a bank, credit union or building society.</p>	
12.	Reports and acquittal	<p>A Screen NSW Acquittal reporting form will be made available via SmartyGrants and acquittal reporting will include:</p> <ol style="list-style-type: none"> 1. Written, narrative report on completion of the Placement, from both your Head of Department (HOD) and the Trainee. This report to outline information about activities that your HOD and the Trainee undertook, goals, achievements, outcomes (including those not met), with the report offering an insight into what worked and why and offering any suggestions for future iterations of the Program. 2. Details about spending the Grant, including any incurred but unpaid liability, and any unspent amounts. 3. On Screen NSW's request, 10 high-res images ('on the job' stills of the Trainee) and if applicable, any promotional material for the Trainee 	<p>Acquittal Due Date: Within 30 days of your final payment to the Trainee, or another date Screen NSW first agrees to.</p>



Item#	Item	Details
13.	Acknowledgments	<p>Screen NSW’s assistance to be acknowledged in the form of an on-screen credit in any screen project(s) that were part of the Placement, as set out below:</p> <p style="text-align: center;">Supported by Screen NSW</p> <p style="text-align: center;">[with the Screen NSW and NSW Government logo]</p> <p>or as otherwise agreed by you and Screen NSW.</p> <p>Verbal acknowledgment of Screen NSW’s financial support to be given at events and other promotional opportunities arranged by or for you that are associated with the Program and the Placement, as would be customary and reasonable in the circumstances.</p> <p>Screen NSW to sign off on all uses of the logos and all Screen NSW credits.</p> <p>Note 4: You must only use Screen NSW’s logos according to the Screen NSW Logo Guidelines applying at the time you use them, available here https://www.Screen.nsw.gov.au/funding-and-support/information-for-successful-applicants/Screen-nsw-logo-guidelines/</p>



Schedule 2: Special conditions

Special conditions	<ol style="list-style-type: none">1. The documents to be given to Screen NSW and that are preconditions to Screen NSW's payment of the Grant to you are: all acquittals due for previously funded applications.
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EXECUTED as an agreement on:

By Screen NSW

EXECUTED for and on behalf of **the Crown** in right of the **State of New South Wales** acting through the Department of Creative Industries, Tourism, Hospitality and Sport (**Screen NSW**) by its authorised signatory, but not so as to incur any personal liability:

Signature of authorised signatory

Name of authorised signatory

By You

Signed by **[NAME]** in accordance with s127 of the *Corporations Act 2001** by:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

***if the Applicant is a sole director company, please note this in the signature section and cross out the second signature block.**



General Terms

1. The Placement

- 1.1 You agree to engage the Trainee for the Placement for the entire Placement Period and at the Placement Location:
- a. entering into an agreement with the Trainee consistent with this Agreement governing your and the Trainee's Placement relationship. Without limiting clause 1.1 c., this agreement must comply with all applicable law and industrial instruments, agreeing to pay the Trainee the correct amounts and give the Trainee any applicable leave, loadings, overtime, superannuation and other entitlements;
 - b. appropriately inducting the Trainee on commencement of the Placement, including by providing all relevant information to ensure the Trainee is informed and equipped to do their job, including about workplace laws, applicable policies and procedures, and on how to deal with safety breaches, with contact details for the relevant safety officers;
 - c. using Your Representative or any replacement Screen NSW first approves in writing to mentor the Trainee;
 - d. providing appropriate guidance to the Trainee and actively contributing to the Trainee's training;
 - e. using reasonable efforts to ensure the Trainee carries out the Placement in a professional manner and with the care, skill and diligence reasonably expected of a suitably experienced professional providing similar services;
 - f. complying with all relevant laws, industrial instruments, contracts you enter, and applicable policies, including those relevant to working with children and relevant WHS legislation;
 - g. holding all necessary licences, consents, and approvals;
 - h. ensuring your activities are undertaken diligently, professionally, efficiently, ethically, to a high standard and with due care and skill;
 - i. unless Screen NSW agrees otherwise, ensuring Your Representative and any HOD supervising or mentoring the Trainee undertake ScreenWell's Psychosocial Safety online training course (Screen NSW to pay any course fees); and
 - j. ensuring that the Trainee and the Placement are in addition to any other placement or attachment or training obligations you may have under other Screen NSW programs, and otherwise on the terms of this Agreement (including any Special Conditions).
- 1.2 You understand you must not vary the Placement without first obtaining Screen NSW's written consent. Screen NSW may choose to agree to or to reject your request.

2. The Grant

- 2.1 **Grant:** Screen NSW agrees to pay you the Grant:
- a. in the Instalments;
 - b. on the due dates; and
 - c. into the Nominated Bank Account,
- stated in Schedule 1, subject to the Payment Preconditions and clause 2.4. You understand Screen NSW is not obliged to give you any additional Grant for the Placement or in connection with this Agreement, including for the licences granted in this Agreement. Without limiting this, you are responsible for any income tax, superannuation and other imposts relating to the Placement and the Grant.



- 2.2 **Your contribution:** You will make or procure any contribution to the costs of the Placement additional to the Grant when necessary.
- 2.3 **Use of the Grant:** You must only use the Grant towards the salary or wages (and not, for example, towards fringes or per diems) for the Trainee undertaking the Placement, according to this Agreement.
- 2.4 **Withholding:** Screen NSW may withhold the Grant (and any Instalment) if, on the due date, Screen NSW reasonably believes:
- you are in breach of this Agreement or any other agreement with Screen NSW;
 - you do not have capacity to carry out the Placement; or
 - your actions will damage Screen NSW's reputation.
- Screen NSW will pay the withheld Grant or Instalment within 14 days of being satisfied the reasons for withholding it have been addressed.
- 2.5 **GST:** If GST is payable on a supply you make under this Agreement and you are registered for GST, then, on receipt of a Correct Invoice, Screen NSW will pay you an amount equal to the GST payable, in addition to and at the same time as it pays the consideration for the supply under this Agreement.
- 2.6 You must promptly tell Screen NSW if your GST registration status changes.

3. Repayment

- 3.1 You must promptly repay to Screen NSW any of the Grant:
- incorrectly paid; or
 - no longer required for the Placement;
 - required to be repaid because this Agreement is terminated under clause 10.
- 3.2 Without limiting clause 3.1 a., if, for any reason, Screen NSW pays you an amount that is more than the GST imposed on a particular supply by you to Screen NSW, you must promptly repay Screen NSW the excess.
- 3.3 If you do not repay an amount when due and payable to Screen NSW, Screen NSW may set off the excess against any other amounts due to you or recover the amount as a debt due and payable to it on demand.

4. Intellectual Property and Indigenous Cultural and Intellectual Property (ICIP)

- 4.1 This Agreement does not change the ownership of any intellectual property rights, including copyright.
- 4.2 You:
- give Screen NSW an irrevocable, non-exclusive, worldwide, permanent, royalty-free, transferable licence to reproduce, copy, communicate and otherwise use the materials you give Screen NSW under this Agreement (such as your reports) for non-commercial government purposes; and
 - you understand that non-commercial government purposes may include to promote the Program, the Placement, arts and culture in NSW, Screen NSW and the NSW Government, and to meet archiving, reporting and accountability requirements.
- 4.3 To the extent any themes or material containing Indigenous Cultural and Intellectual Property (ICIP) are incorporated into the materials you give Screen NSW under this Agreement or the Placement involves First Nations participants or content, you must:
- use best efforts to ensure the ICIP is respected and the rights of its holders or custodians upheld;



- b. read and comply with Screen Australia's *Pathways & Protocols: A filmmaker's guide to working with Indigenous people, culture and concepts* (available on the [Screen Australia website](#)); and
- c. obtain irrevocable, non-exclusive, permanent licences and all other necessary individual and community clearances (or ensure they are obtained) to include the ICIP.

5. Promotion and acknowledgments

- 5.1 You will consult with Screen NSW and obtain Screen NSW's approval before you make your first public announcement about the Trainee or the Placement.
- 5.2 Subject to clause 5.1, each party may promote the placement and any related events through their own channels, including media releases, websites and e-news. Each party will give the other an opportunity to provide quotes and written comment about the Placement for promotional purposes.
- 5.3 You must:
 - a. acknowledge Screen NSW and the Placement as set out in Schedule 1 in any public statements you make about the Placement and the Program, unless Screen NSW asks you not to give the acknowledgement;
 - b. if requested, give Screen NSW copies of any materials you produce about the Program and the Placement acknowledging Screen NSW; and
 - c. only use Screen NSW's logos according to the *Screen NSW Logo Guidelines* applying at the time you use them.
- 5.4 Subject to your availability, you agree to attend any events related to the Program and the Placement for promotional purposes as reasonably required by Screen NSW.

6. Information, reports, and records

- 6.1 **Information:** You must promptly give Screen NSW:
 - a. information about anything likely to have an adverse impact on the Placement, such as a delay or the Trainee terminating or becoming unable to complete the Placement before the end of the Placement Period; and
 - b. information and documents about the Placement on reasonable request, subject to confidentiality requirements; and
 - c. information about your financial situation and governance, including any changes to your key personnel such as your chief executive officer or equivalent, and notice if you cease to carry on business, are wound up or insolvent, enter into a scheme of arrangement with creditors, come under any form of external administration or are otherwise subject to an insolvency process.
- 6.2 You must take reasonable steps to reduce any actual or likely adverse impact on the Placement in consultation with Screen NSW.
- 6.3 **Reports:** You must give Screen NSW the reports listed in Schedule 1, no later than their due dates.
- 6.4 Screen NSW will review your reports within 21 days from receiving them and advise you within 30 days of receiving them whether your report is satisfactory and accepted.
- 6.5 If Screen NSW does not accept a report, you must submit a revised report within the reasonable time Screen NSW tells you or, if none, no later than 14 days after the date Screen NSW asks for a revised report.
- 6.6 **Records:** You must:



- a. keep, during the Placement and for at least 7 years afterwards, true, adequate, and accurate records and accounts (including invoices and receipts) showing how you carried out the Placement; and
- b. on reasonable request, give Screen NSW (or its nominee) reasonable access to the records and accounts during usual business hours (but no more than once a calendar year) during the term of this Agreement and for 2 years after the Agreement ends. Screen NSW and its nominee may make copies of, take extracts from, and audit, the records and accounts.

7. Managing risk

- 7.1 **Modern Slavery:** You must take reasonable steps to identify, assess and address any risks of Modern Slavery practices in your operations or supply chains.
- 7.2 **Insurance:** You must take out and maintain relevant and adequate insurance with reputable insurers covering the Trainee and the Placement (for example relevant workers' compensation and public liability and professional indemnity insurance). You will give Screen NSW proof of the insurance on request.
- 7.3 **Indemnity:** To the extent permitted by law, you indemnify and agree to keep indemnified Screen NSW (and its officers, employees, and contractors) on demand against any loss, damage, cost, expense, or liability (including reasonable legal costs) any of them incur arising out of or in connection with the Placement, including any claim (including any intellectual property claim) made by a third-party in connection with the Placement.
- 7.4 Your liability under clause 7.3 is reduced to the extent caused by Screen NSW's acts or omissions involving fault (including negligence).

8. Representations, warranties, and other promises

- 8.1 You represent, warrant, and agree that:
 - a. you have had a reasonable opportunity to obtain independent legal advice in respect of this Agreement;
 - b. you have authority and capacity to enter and perform this Agreement without another person's consent;
 - c. you are validly existing according to the laws of the place of your incorporation;
 - d. all the information you give to Screen NSW is true, accurate and not misleading;
 - e. you are not in breach of any contractual obligations to Screen NSW (whether or not the obligations relate to the Placement);
 - f. you have the expertise, skills, qualifications, and resources required to perform your obligations under the Agreement;
 - g. the Grant, with any other contribution you make or arrange for the Placement is sufficient to carry out and complete the Placement;
 - h. you have appropriate policies and procedures in place relating to discrimination, harassment, sexual harassment, bullying and misconduct;
 - i. you are not aware of any circumstances, including any financial circumstances or litigation or other proceedings taking place, pending, or threatened, which might adversely affect your ability to perform this Agreement;
 - j. all the information you give in your reports to Screen NSW is and will be true, accurate and not misleading;
 - k. the Placement and any material you give Screen NSW under this Agreement (and their use) do not and will not infringe anyone's intellectual property rights or interests, including copyright, or



- contravene any law, including relating to moral rights, performers' rights, privacy, confidentiality, passing off, contempt of court, actionable defamation, or factual misrepresentation;
- l. you do not have, and are unlikely to have, a conflict of professional or personal interests that may restrict you performing your obligations under this Agreement in a fair and independent way (**Conflict of Interest**); and
 - m. if a Conflict of Interest arises, is likely to arise, or could reasonably be perceived by others to arise, you will tell Screen NSW immediately and take action to resolve the conflict.
- 8.2 If you are entering this Agreement as the trustee of a Trust, you are bound by this Agreement personally and in your capacity as a trustee, and you represent and warrant that:
- a. you are the only trustee of the Trust, and you will not retire before this Agreement ends;
 - b. the Trust is validly constituted; and
 - c. you have the power under the Trust and all authorisations necessary to enter and perform your obligations under this Agreement, which is for the benefit of the beneficiaries of the Trust.
- 8.3 Each representation and warranty in this clause 8 is given on the date of this Agreement and is repeated on the date each Instalment is paid.

9. Confidentiality and privacy

- 9.1 **Confidentiality:** Neither you nor Screen NSW may disclose the other's confidential information without the other's written consent, except as permitted by clause 9.2.
- 9.2 You and Screen NSW may disclose the other's confidential information:
- a. for the purposes of this Agreement, for example, to a party's legal and financial advisors or to its insurer;
 - b. if authorised or required by law, or by a Commonwealth, State or Territory government legislative, executive or judicial body, including any House or committee of Parliament, or any Minister or their advisers or department;
 - c. for government purposes, for example, for research and analysis, evaluation, and to meet government archiving, reporting and accountability requirements; or
 - d. that is in or enters the public domain other than through a breach of this Agreement.
- 9.3 Without limiting clause 9.2, Screen NSW may report on you, the Program and the Placement in its media releases, general funding announcements, annual reports and in other ways, by stating your name, the amount of the Grant, how long this Agreement lasts, and the purpose and nature of the Placement, and by publishing any approved images.
- 9.4 **Privacy:** You must:
- a. comply with relevant obligations under any Commonwealth, State or Territory legislation related to privacy;
 - b. on request, using reasonable efforts to assist Screen NSW obtain the Trainee's consent to Screen NSW publishing their name, image and likeness for non-commercial government purposes such as in media releases and general funding announcements and on and in the Screen NSW website, presentations, newsletters, annual reports, and other publications; and
 - c. tell Screen NSW immediately if you become aware of a breach of privacy relating to this Agreement.



10. Termination

- 10.1 **Termination for fault:** A party may, to the extent permitted by law, terminate this Agreement immediately by notice if the party terminating is reasonably satisfied that:
- a. any of the other party's representations or warranties are or become incorrect;
 - b. the other party breaches this Agreement and, if the breach can be remedied, does not remedy the breach within 14 days' notice (or a longer period the party terminating agrees to);
 - c. if the Trainee terminates or otherwise ends the Placement before the end of the Placement Period; or
 - d. if Screen NSW is the party giving the notice:
 - i. you cease to carry on business, are wound up or become insolvent, enter a scheme of arrangement with creditors, come under external administration or are otherwise subject to a formal insolvency process; or
 - ii. you have acted in a way that damages Screen NSW's reputation.
- 10.2 **Consequences of termination:** If this Agreement is terminated:
- a. you must stop carrying out your obligations under this Agreement;
 - b. Screen NSW is not obliged to pay you the Grant. Screen NSW will pay you the amount of the Grant proportionate to the extent of the Placement performed up to the date of termination; and
 - c. you must promptly give Screen NSW any reports that are due and any other information and documents relating to the Grant and the Placement that Screen NSW reasonably asks for.

11. Dispute resolution

- 11.1 Except for urgent interlocutory proceedings, neither you nor Screen NSW will begin legal proceedings relating to a dispute under this Agreement without first trying for a reasonable time to resolve it.

12. Notices

- 12.1 A notice under this Agreement must be written, signed by the party giving the notice, and sent to the other party's address stated in this Agreement or another address notified by the receiving party to the sender.
- 12.2 If a notice is delivered or received on a day that is not a working day or after 5.00pm, it is to be treated as delivered or received at 9.00am on the next working day and, if sent by email, is to be treated as signed by the named sender.

13. General provisions

- 13.1 You understand that Screen NSW is subject to the *Government Information (Public Access) Act 2009*. Screen NSW may be required or permitted under that Act to disclose documents it holds and publish certain information (that is not commercial-in-confidence).
- 13.2 You are not a partner, joint venturer, agent or employee of Screen NSW and you are not authorised to bind or represent (or incur liability for) it.
- 13.3 You must not assign, agree to assign, sub-contract, encumber, novate or transfer in any other way any of your benefits, rights, powers, duties or obligations under this Agreement, without first obtaining Screen NSW's written consent. You are responsible for your obligations under this Agreement even if you appoint a subcontractor.



- 13.4 If you or Screen NSW exercise a right or remedy under this Agreement that does not affect your or its other rights or remedies.
- 13.5 Any consent or approval given under this Agreement must be written.
- 13.6 Even if this Agreement ends, claims about infringements of intellectual property rights and interests, representations and warranties and payments, claims for an indemnity, and issues with confidential information and privacy, will be dealt with as if the Agreement continues.
- 13.7 Each party will, and will procure relevant third parties to, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it (including executing any document).
- 13.8 This Agreement is the entire agreement between you and Screen NSW about its subject-matter. This Agreement supersedes any previous or contemporaneous agreements or understandings. There are no representations, warranties, terms, or conditions except for those expressly set out in this Agreement.
- 13.9 This Agreement:
 - a. may only be varied in writing signed by both parties;
 - b. may be executed in counterparts; and
 - c. is governed by the laws in force in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and courts that may hear appeals from those courts.