

Applicant Guidelines, Terms and Conditions

A Guidelines

This document applies to all applications to the MRC's Member's Production Group (MPG), for project support.

- A. All applications will be treated confidentially.
- B. Only complete applications will be considered.
- C. All applicants must be current financial members of the MRC at the time of applying and throughout the duration of the production of the project.
- D. All applicants must have previous film, video or multimedia credits.
- E. MPG selection panel members may also be listed as crew members on applications, but will be excluded from the selection process for the round in which they are involved.
- F. All co-sponsorships must be in place at the time the application is made and not sought after an application is assessed or approved.
- G. There must be a clear chain of title for any and all materials to be used in relation to the project.
- H. Although there is no obligation to do so, the MRC advises that it is industry practice to purchase public liability insurance, if the production of the project proceeds.

B Terms and Conditions

In making an application for support for a project through the MPG, the applicant agrees that the following terms & conditions shall apply if the application is accepted:

1. The applicant acknowledges that they have read and understood the Guidelines of the MPG and it is on this basis that their application has been made and accepted by the MPG.
2. All MPG projects must be completed within 3 months of application approval or, if in a particular MPG initiative, by the initiative's due-date.
3. All consumables, insurance, sundry items and non-MRC hire equipment costs are the sole responsibility of the applicant.
4. The MRC's terms and conditions of hire for equipment and facilities apply to all MPG projects, including the payment of deposits and insurance levies as required.
5. The following credits must be provided in relation to the project (or such other credits as are notified by the MRC from time to time):
 - (a) The MRC logo is to be displayed full screen with the following text:
"This production was made with the assistance of the Media Resource Centre's Members' Production Group".
Such credits are to be included in the end credits of the production and are not to be the final credits. All logos must be sourced from the MRC's Production Support Manager.
6. The applicant warrants that:
 - (a) it holds all copyright in relation to the project;
 - (b) the project and any associated material does and will not infringe the rights of any third party nor contain anything that is defamatory, obscene or otherwise in contravention of any Australian law;
 - (c) it is not in default of any obligations to the MRC under any other agreement or arrangement;
 - (d) it has the full power and authority to enter into and perform its obligations to the MRC, in relation to the project.
7. The applicant hereby grants to the MRC a non-exclusive, royalty free right in perpetuity:
 - (a) to use part, or all, of the production for publicity and/or promotion of the MRC and its program activities; and
 - (b) to screen all completed projects as part of any MRC event or program, in its absolute discretion.

8. The applicant shall indemnify and keep indemnified the MRC, its employees, agents and subcontractors, from and against all claims, demands, costs, losses, damages and expenses of whatsoever nature:
- (a) arising out of, or in connection with, loss or injury to persons or loss of life or damage to property arising from the applicant undertaking the project, to the extent that any such loss, injury, death or damage is occasioned by any act or omission by the applicant or its employees, agents or subcontractors (whether negligent or otherwise); and
 - (b) by reason of anything contained in the project, whether made or incurred in respect of an alleged breach of copyright, defamation, passing off, unfair competition, breach of confidence, invasion of privacy or otherwise, or by reason of anything occurring during the creation or production of the project, whether due to negligence or otherwise;
 - (c) arising directly or indirectly from any breach of the warranties contained in this agreement, except where caused by any act or omission of the MRC (or its employees, agents or subcontractors).

The MRC reserves the right, in consultation with the MPG, to amend the Guidelines and Terms & Conditions set out in this document at any time.

A current copy of this document is available from our website:

www.mrc.org.au