

### **British Council Australia**

## UK/Australia Season 2021-22

# Terms and conditions of applications (Australian Applicants)

#### The Season

The Season The UK/Australia Season is a joint initiative by the British Council and the Australian Government's Department of Foreign Affairs and Trade (DFAT) to strengthen and build cultural connections.

The Australian Program will take place in the UK from August to November 2021, and the UK Program in Australia from September 2021 to March 2022.

#### **Eligibility**

We are inviting Australia-based individuals and organisations to submit project proposals for inclusion in the Season which align to our theme, season dates, and locations. We welcome projects from across all art forms, and applicants do not need to apply for a grant in order to participate. Projects should have established partners and funding in place.

- Projects must align to the theme 'Who are we now?'
- All or part of the project must be presented in the UK between 1 August to 30 November 2021.
- Projects must demonstrate excellence and innovation in the Australian cultural sector.
- Projects are not limited to touring works, they can include: residencies, a festival focus, symposia, workshops, site-specific work, digital work, exhibitions, and broadcast.
- Projects must demonstrate financial viability with sufficient resources in place to deliver the proposed project.
- Applicants are welcome to submit multiple proposals to participate in the Season, but can only apply for grant support for one project.
- Australia-based projects are welcome to apply for both the British Council's UK/Australia Season Grant and the Australian Cultural Diplomacy Grants Program (ACDGP), however if successful will only be awarded funding from one grant program.

- Only organisations may apply for the UK/Australia Season Grant; Individuals and organisations are both eligible to apply for the Australian Cultural Diplomacy Grants Program.
- Applicants do not need to apply for small grant support in order to participate in the Season.

#### **Opportunity dates**

The opening date for lodgement of applications in response to this opportunity is 6pm AEST Wednesday 29 July 2020 and the closing date is Monday 5 October 2020, 2pm AEST. The British Council and DFAT (the Parties) reserve the right to extend the closing date.

Any application received before the opening date or after the closing date will not be considered. The Parties accept no responsibility whatsoever for any technical failure or malfunction or any other problem with any system, server, provider or otherwise that may result in any application being lost, delayed or not properly registered.

Successful applicants will be advised within eight (8) weeks of the closing date.

#### How to apply

The opportunity will be promoted through the UK/Australia Season 2021-22 website www.britishcouncil.org.au/UKAustraliaSeason. To apply participants must access the application link at www.britishcouncil.org.au/uk-australia-2021-22/how-to-apply and then follow these steps:

- Accept these Terms and Conditions by submitting an application
- Answer the privacy question
- Answer the mandatory questions
- Submit the application form

Applicants are responsible for ensuring they complete the form fully and correctly. Successful applicants may be required to provide evidence of eligibility.

#### Selection of successful applicants

Further information around the assessor panel, shortlisting process and grant assessment will be available soon. Applications will be assessed based on the quality of responses to the questions submitted with their application in reference to the eligibility criteria within eight (8) weeks following the closing date referred to in the eligibility section above. Selection decisions are final. No correspondence will be entered into with unsuccessful applicants.

Funding awards cannot be transferred to any third party.

The Parties accept no responsibility for failure to notify successful applicants or failure to deliver funding where such failure results from the provision of inaccurate contact details by the applicants or from the acts or omissions of any third party (including, without limitation, any internet or postal service provider) and shall have no liability to any applicant if it is prevented

from or delayed in delivering any aspect of the opportunity or funding by acts, events, omissions or accidents beyond its reasonable control.

The Parties do not offer any insurance or visa handling arrangements in connection with the opportunity. Each successful applicant is recommended to make their own arrangements in relation to all aspects of this opportunity. In addition, the applicants should ensure they comply with all applicable domestic and international laws.

#### **Privacy - DFAT**

Disclosure of personal information to overseas recipients

UK/Australia Season is a joint initiative by the British Council and DFAT to strengthen and build cultural connections. The personal information we collect from you may be disclosed to overseas recipient(s), including the British Council in the United Kingdom.

When you provide consent for our officers to use and/or disclose your personal information for the purpose of assessing your application, or for other purposes identified in these terms and conditions, you accept that if we disclose that information to an overseas recipient, we will not take any steps to ensure that the overseas recipient does not breach the Privacy Act. As a result, we will not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act if the overseas recipient breaches that law.

DFAT must comply with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (Privacy Act). The DFAT Privacy policy is available <u>here</u>.

The information you provide in your funding submission is used by DFAT to assess your application. This information, including personal information, will be disclosed to the British Council, the assessment panel, Commonwealth and State or Territory governments, organisations which are responsible for grants programs, and may be made public through national and local media or via the DFAT websites and social media accounts. DFAT may also publish this information, including personal information, in its Annual Report and on the DFAT website and social media accounts.

By participating in the opportunity, applicants consent to their personal data being used and disclosed by DFAT in accordance with, and for the purposes set out in, this section of these terms and conditions

#### Personal data – British Council

The British Council will collect and store the names and email addresses of all applicants and the additional details of applicants as anticipated by the 'How to apply' and 'Selection of successful applicants' sections above. The British Council will use this personal data for the following purposes:

- managing the relationship between the applicants and the British Council;
- communicating with applicants to answer their queries about the opportunity;

- communicating with winning applicants and arranging uptake of their grant;
- administering and delivering the Season.

Where an applicant has consented to the British Council doing so, the British Council may contact the applicant using the personal data collected to provide information about the goods, services, courses or promotions that the British Council offers.

By participating in the opportunity, applicants consent to their personal data being processed by the British Council in accordance with, and for the purposes set out in, this section of these terms and conditions.

The British Council complies with data protection law in the UK and laws in other countries including the *Privacy Act* that meet internationally accepted standards. You have the right to ask for a copy of the information we hold on you, and the right to ask us to correct any inaccuracies in that information. If you have concerns about how we have used your personal information, you also have the right to complain to a privacy regulator.

#### **Publicity and rights**

The Parties intend to publish the names of winning applicants on their websites, social media channels, press releases and other promotional and marketing material. In addition, the Parties may write and publish articles about the successful applicant's inclusion in the Season and/or grant. By applying to the opportunity, each applicant agrees to the use of their name and agrees to co-operate with any such publicity or marketing if they are successful in their application.

Applicants will retain copyright in the material that they submit with their application to the Parties. By submitting an application in response to this opportunity each applicant grants the Parties, free of charge, permission to use that entry (including, without limitation, modifying and adapting it for operational and editorial reasons) in any media worldwide for purposes connected with the opportunity.

All rights in the Parties names and logos, websites, Facebook pages, Twitter pages, press releases and other promotional and marketing material and all course and examination content and materials (together "Parties Materials") shall vest in and remain with the Parties (or their licensors). By participating in the opportunity, applicants agree that they will not use, broadcast, publish, export, exploit, reproduce nor copy part or all of Parties Materials.

#### **Acceptance of Terms and Conditions**

By submitting an application to participate in this opportunity, applicants are deemed to have read, understood and accepted these Terms and Conditions.

The British Council and DFAT reserve the right to update these Terms and Conditions from time to time. While the British Council and DFAT will take reasonable steps to notify applicants of any updated Terms and Conditions, it is the responsibility of the applicant to check for any updates to these Terms and Conditions prior to the closing date and notify the British Council/DFAT if they have any concerns or questions about the updated Terms and Conditions by sending an email to: culturalenquirieslondon@dfat.gov.au