Attachment A

Schedule of Documents

No	Pages	Document description	Release	Internal Review decision / Exemption
1	2	Compliance Certification – Sponsorship – 14 November 2019	Part-release	Section 47F and Section 22
2	7	Contributions Disclosure and Compliance Certifications Form – 29 October 2013	Part-release	Section 47F and Section 22
3	2	Compliance Certification – Sponsorship (NON-U.S) – 7 April 2021	Part-release	Section 47F
4	8	Sponsorship Agreement between Lockheed Martin Australia and Australian War Memorial – 7 April 2021	Part-release	Section 47F
5	10	Lockheed Martin Australian Pty Limited and Australia War Memorial Specific Project Grant Award Agreement – 23 April 2018	Part-release	Section 47F
6	2	International Contributions Compliance Certification Form – 6 February 2018	Part-release	Section 47F
7	2	Compliance Certification – Sponsorships (Non-U.S.) 31 October 2019	Part-release	Section 47F and Section 22
8	2	Contributions Disclosure and Compliance Certification Form – 29 October 2013	Part-release	Section 47F and Section 22
9	1	Partnership Update – LMA Podcast Partnership 2021	Full release	Released in full
10	2	Email between Australia War Memorial and Lockheed Martin Australia – 11 April 2022	Part-release	Section 47F and Section 22
11	15	Contributions Disclosure and Compliance Certification Form – 22 August 2014	Part-release	Section 47F
12	3	Section Priorities Overview - May 2021	Part-release	Section 22
13	2	Summary of Key Achievements Since the Last Meeting – March 2021	Part-release	Section 22
14	2	Summary of Key Achievements Since the Last Meeting – May 2021	Part-release	Section 22
15	2	Summary of Key Achievements Since the Last Meeting – 27 August 2021	Part-release	Section 22
16	3	Summary of Key Achievements Since the Last Meeting – 12 November 2021	Part-release	Section 22
17	2	Summary of Key Achievements Since the Last Meeting – March 2022	Part-release	Section 22
18	2	Fundraising And Partnership Activity Update – April 2020	Part-release	Section 22

No	Pages	Document description	Release	Internal Review decision / Exemption
19	3	Fundraising and Partnership Activity Update – 27 August 2021	Part-release	Section 22
20	2	Fundraising and Partnerships Activity Update – 18 March 2022	Part-release	Section 22
21	3	Council of the Australian War Memorial- Minutes of meeting no.171 of Council 10 November 2020	Part-release	Section 22
22	3	Council of the Australian War Memorial- Minutes of meeting no. 176 of Council 18 March 2022	Part-release	Section 22
23	2	Email between FOI officer and Procurement- 19 April 2022	Part-release	Section 47F
24	5	Email between Australia War Memorial, Lockheed Martin Australia Re: Risk Assessment – 8 April 2021	Part-release	Section 47F
25	2	Internal Email between Re: Risk Assessment – 20 April 2021	Full release	Released in full
26	1	Email between Australia War Memorial, Lockheed Martin Australia Re: Risk Assessment – 5 April 2018	Full release	Released in full
27	1	Australian War Memorial Values and Behaviours	Full release	Released in full
28	2	Director's Instructions (Administrative) 5.3 Acknowledgement Of Memorial Sponsors	Full release	Additional document released in full
29	4	Director's instruction (Administrative) 4.06 Code of Ethics Relating to the National Collection	Full release	Additional document released in full

LOCKHEED MARTIN

Compliance Certification – Sponsorships (Non-U.S.)

Date: 14 November 2019

Amount of Sponsorship Requested: 3-year commitment, AUD$ 125,000/yr

Purpose of Sponsorship: To support the delivery of a range of public programs during the 2019-2020 period

Name of Recipient Organization: Australian War Memorial

Address: Treloar Crescent, CAMPBELL ACT 2612

Phone: 02 6243 4285 **Fax:** N/A

Point of Contact: Ms Anne Bennie

Title: Assistant Director, Branch Head, Public Programs

Address (if not at same as above): GPO Box 345 CANBERRA ACT 2601

Phone: 02 6243 4285 **Fax:** N/A **Email:** Anne.Bennie@awm.gov.au

To ensure the requested Sponsorship is in accordance with the laws of the United States and the laws of Australia, Lockheed Martin requests that you acknowledge and confirm the following:

1) This Sponsorship is made by Lockheed Martin Corporation to assist the Recipient Organization, an entity organized under the laws of Australia with its stated purpose of supporting the delivery of a range of public programs over a three year period. All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

2) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Public Official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or Public Official or organization, or a public international organization, to improperly influence any Public Official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

3) Recipient agrees that the Sponsorship payment shall be deposited in a properly designated bank account and will be accurately recorded on Recipient's accounting

records. Recipient further certifies that all registrations or other authorizations required by any division, office, or agency of the Recipient's government to receive this Sponsorship have been obtained. Recipient has furnished the following bank account and routing information where the Sponsorship shall be made:

[redacted] s22

I acknowledge and certify that I am duly authorized by the Recipient Organization to execute this agreement and to certify compliance with the foregoing.

Signature	[redacted] s47F
Date	14 November, 2019
Printed Name	Anne Bennie
Title with Recipient Organization	Assistant Director, Branch Head, Public Programs
Recipient Organization	Australian War Memorial

Please return this completed form to your Lockheed Martin point of contact.

LOCKHEED MARTIN

Contributions Disclosure and Compliance Certification Form

Date: 29 October 2013

Amount of Contribution Requested: AUD 100,000

Name of Recipient Organization: The Australian War Memorial (AWM)

Purpose of Contribution: To support the general mission of the of the AWM in honoring those who have fought on behalf of Australia and educating the citizens of Australia.

Address: GPO Box 345

Phone: +61 (02) 62434285 **Fax: +61 (02) 6243 4325**

Point of Contact: Ms Linda Ferguson

Title: Assistant Director, Branch Head Public Programs **Email: linda.ferguson@awm.gov.au**

To ensure the requested contribution is in accordance with the laws of the United States, Lockheed Martin requests that you acknowledge and confirm the following:

(1) This contribution is made by Lockheed Martin Corporation to assist the Recipient Organization, organized under the laws of Australia with the stated purpose of supporting the general mission of the AWM. All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

(2) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Australian government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or government official or organization, or a public international organization, to improperly influence any Australian government official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

I acknowledge and certify that I am duly authorized by the Recipient Organization to certify compliance with the foregoing.

Signature [redacted] s47F Date 29-10-13

Printed Name
LINDA FERGUSON
Title with Recipient Organization
ASSISTANT DIRECTOR, BRANCH HEAD PUBLIC PROGRAMS
Recipient Organization
AUSTRALIAN WAR MEMORIAL

Please return this completed form to your Lockheed Martin point of contact.

LOCKHEED MARTIN CORPORATION CONTRIBUTION REQUEST FORM

TO BE COMPLETED BY ORGANIZATION RECEIVING CONTRIBUTION

INSTRUCTIONS: All required materials should be sent to your Lockheed Martin contact as email attachments.

1. Enter all information **in English**.
2. Save this Form as an MS Word document (NOT a pdf file) and send via email as an attachment.
3. Attach to your email an invoice on the organization's letterhead OR appropriate event, program or marketing materials to include contribution purpose, requested contribution amount and date of use.
4. Attach to your email a .pdf file with the completed, signed and dated Disclosure & Compliance Certification Form.
5. Attach to your email an **electronic brochure** or other electronic collateral material describing **organization's purpose** (mission/guiding principles), **activities** (what activities are supported), and **sponsors/funders** (financial supporters).
6. Submit one Form per event, program, purpose, invoice, etc. Do not combine multiple contribution requests into one Form. It will be returned and may delay payment.

IMPORTANT: *Lockheed Martin payment for the agreed sponsorship amount cannot be processed until the organization provides the required documentation. Upon receipt, please allow 4 weeks to process the payment request.*

ORGANIZATION INFORMATION

Organization Full Legal Name Must match the name that appears on the invoice or other materials provided. This is the organization name registered with the IRS Tax Exempt Number or the Employer Identification Number or the National Center for Education Statistics District and/or School ID Number(s) provided below.	The Australian War Memorial
"In Care of" or "Doing Business As" Organization Name If different from the legal name above. This name may appear on the invoice instead of the legal name above.	
Requested Contribution Amount/Currency	**$ AUD $100,000**
If a US-based entity, provide the 501c3 IRS Tax Exempt Number, or Employer Identification Number (EIN), or National Center for Education Statistics (NCES) District and/or School ID Number **If a non-US entity, provide the organization's Canada Revenue Agency ID, Charity Commission ID, or other Identification Number.** ❖ If the Number entered cannot be verified, further documentation may be required.	IRS Tax Exempt Number or EIN: NCES District ID: NCES School ID: Canada Revenue Agency ID: Charity Commission ID: Other Official Identification Number:
Organization Street Address If the organization is a college or university, provide the principle address of the institution or the main administration office for the campus location. If the organization has multiple locations, provide the headquarters address registered with the Number provided above.	Treloar Crescent Campbell ACT 2612 Australia **Mailing Address**: GPO Box 345 Canberra ACT 2601 Australia
Organization City	
Organization State	
Organization Zip or Postal Code	
Organization Country	Australia
Organization Telephone Number	+61 (02) 6243 4211

Organization Web Address	www.avm.gov.au
Purpose of Requested Funds Describe the specific purpose for the amount requested; how will the funds be used. Be sure to include the name, date and location of the event or program with a description of its purpose and special highlights.	This contribution is made by Lockheed Martin Corporation to the Australian War Memorial to support education and public programs. Please refer to full agreement between Lockheed Martin Australia and the Australian War Memorial for specific details.
Program Goals Supported by Requested Funds Who are the direct beneficiaries, approximate number of beneficiaries and what is the desired impact?	Museum & memorial visitors >100,000 per year.
******THIS SECTION MUST BE COMPLETED****** **Exchange of Goods and Services Information** Will Lockheed Martin or its employees/guests receive goods or services in exchange for this donation? *For example*: meal, beverage, event tickets, gift, exhibit space, and advertising above that available to all sponsors, etc. If yes, list the items.	**VALUE TO BE PROVIDED BY ORGANIZATION** ☐YES ☒NO Total Value (value in requested contribution currency): List the items : Discount on booking event space Invitations for LMA executives to specific museum events Public acknowledgement These are items that are provided to all sponsors of the Memorial
Is the Banquet or Event Honoring an individual?	☐YES ☒NO If Yes, Who:
Is the Honoree(s) a Covered Executive Branch Official or a Covered Legislative Branch Official? **If Yes, please also include a copy of the invitation or similar document which contains information on the Covered Official being honored at the banquet or event.**	YES ☒NO If Yes, Enter Full Name and Government Title for EACH Covered Official being honored:
Organization Board of Directors / Trustees / Regents / School Board Include all Life Members and Ex-Officio Members. List – *in alphabetical order* - all current members. Enter one name per line. Titles and roles are not necessary. There must be more than one name. *Embassies should list the Ambassador's name.* **NO PDFs accepted. Entries must be typed out as listed above.**	Today's date: 29 October 2013 List the Members: **Chairman** Rear Admiral K.A. Doolan AO RAN (Ret'd) – reappointed 12 November 2012 **Members** Air Marshal G.C. Brown AO, Chief of Air Force The Honourable G.J. Edwards AM – reappointed 3 June 2013 Mr P.J. FitzSimons AM Vice Admiral R.J. Griggs AO CSC RAN, Chief of Navy Air Vice-Marshal J.M. Hammer AM CSC (Ret'd) Dr A.D. Hawke AC Ms J.F. McAloon Lieutenant General D.L. Morrison AO, Chief of Army Ms W.E. Sharpe – appointment expired 29 June 2013 Major General J.P. Stevens AO (Ret'd) Mr K.M. Stokes AC

	Ms G. Trainor – appointed 30 June 2013 Mr K.J. Woods CSC OAM
Financial Information Does the organization conduct an annual audit? If not, provide a brief explanation.	☒YES ☐NO Explain:

PAYMENT INFORMATION

Payment Method Select payment in USD currency by check or wire transfer or select payment in foreign currency by wire transfer. Foreign currency payment is not available by check.	☐ Check ☒ Wire transfer
Wire Transfer Information – Enter all Information completely ❖ Bank Account Name ❖ Bank Account Number ❖ Bank Name ❖ Bank Street Address ❖ Bank City ❖ Bank State ❖ Bank Zip or Postal Code ❖ Bank Country ❖ International Bank Account Number (IBAN – for *Euros*) ❖ Bank Identifier Code (BIC) ❖ ACH – ABA/Swift Routing Number ❖ **Wire Transfer - ABA /Swift Routing Number *****Must be provided for all wire transfers***	[redacted] s22

POINT OF CONTACT

Salutation (Col., Dr., Mr., Mrs., Ms., Miss, etc.)	Ms
Contact First Name	Linda
Contact Last Name	Ferguson
Contact Title	Assistant Director, Branch Head Public Programs
Contact Telephone	0011-1-02-6243 4285
Contact Email Address	Linda.ferguson@awm.gov.au
Contact Organization Name **(Include Department, School, College name, etc.)**	AUSTRALIAN WAR MEMORIAL
Contact Street Address **(Include Hall Names, Room Numbers, Mail Stops, etc.)**	Treloar Crescent Campbell ACT 2612 Australia **Mailing Address**: GPO Box 345 Canberra ACT 2601 Australia
Contact City	CANBERRA
Contact State	ACT
Contact Zip or Postal Code	2601

Contact Country	AUSTRALIA

TO BE COMPLETED BY LOCKHEED MARTIN

LMC REQUESTOR MUST COMPLETE HOSPITALITY SECTION BELOW

Allocation:	☒ Corporate Contribution – CSBD International - $100,000 from CSBD ☐ Corporate Banquet/Event – CSBD International
Amount Approved per Reviewer Below:	**UNITED STATES DOLLARS** **$ Total**

THIS SECTION MUST BE COMPLETED BY LMC REQUESTOR

HOSPITALITY INFORMATION REQUIRED PURSUANT TO CPS 730

1. Indicate whether LMC will provide any hospitality to any official(s) or employee(s) of the following: a federal or local government organization (including an agency, legislature, department or instrumentality, including government-owned entities); political party; or public international organization (such as the United Nations or World Bank); or a candidate for public office.
2. Indicate if any family member(s) will receive hospitality provided by LMC. Indicate if they would qualify as a government official, employee or candidate for public office as described above.
3. Include name, title and government entity of each person receiving the hospitality.
4. Indicate the nature (i.e., gift, meal, or entertainment) and monetary value of the hospitality provided to the government official(s) or family member(s) and number of people.

LMC STAFF MUST COMPLETE THIS SECTION

1. ☐YES ☒NO
   Which Official/Employee:
   What Organization or Party:
2. ☐YES ☒NO
   If Yes, do they qualify as Official/Employee or Candidate?
   ☐YES ☒NO
3. Name:
   Title:
   Agency:
4. Hospitality type:
   Number of People:
   Value Amount: (in contribution currency):

Requestor:	**Name:** Tom Milton
Reviewer:	**I HEREBY AUTHORIZE THIS PAYMENT FROM ABOVE-SELECTED ALLOCATION:** ☐

AUSTRALIAN WAR MEMORIAL

ABN 64 909 221 257

Tax Invoice No: 18065366

Invoice Date
11.10.2013

Page
1 of 1

Order Number

Customer number
415581

Customer ABN
30008425509

Payment Terms
30 days from receipt of Tax Invoice
Please use invoice number as your payment reference

Invoiced To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Supplied To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Description	Net GST Price	GST	Total Price
Education & Public Programs Projects Grant	100,000.00	0.00	100,000.00

Total Value Net GST	100,000.00
GST	0.00
Total Amount:	**100,000.00**

Remittance Advice

Make Cheques/Orders Payable to:
Australian War Memorial s22

[redacted]

Payment Amount: $ 100,000.00

Credit Card Facilities - Please complete the details below

Credit Card Type: Mastercard ☐ Visa ☐

Credit Card Number ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Expiry Date: ____/____

Name on Card: _____
(please print)

Cardholders Signature: _____ Date: ____/____/____

GPO Box 345
Canberra ACT 2601
tel: (02) 6243 4211
fax: (02) 6243 4325
web: www.awm.gov.au

ONE OF THE WORLD'S GREAT MUSEUMS

LOCKHEED MARTIN

Compliance Certification – Sponsorships (Non-U.S.)

Date: 07 April, 2021

Amount of Sponsorship Requested: 1 year commitment, AUD$ 120,000 (approx. USD$ 99,000)

Purpose of Sponsorship: To support the delivery of the AWM Veteran Podcast Series

Name of Recipient Organization: Australian War Memorial

Address: Treloar Crescent, CAMPBELL ACT 2612

Phone: +61 2 6243 4285 **Fax:** NA

Point of Contact: Mrs Anne Bennie

Title: Assistant Director, Public Programs

Address (if not at same as above): GPO Box 345, CANBERRA ACT 2601

Phone: +61 2 6243 4285 **Fax:** NA **Email:** Anne.Bennie@awm.gov.au

To ensure the requested Sponsorship is in accordance with the laws of the United States and the laws of Australia, Lockheed Martin requests that you acknowledge and confirm the following:

1) This Sponsorship is made by Lockheed Martin Corporation to assist the Recipient Organisation, an entity organized under the laws of Australia with its stated purpose of Sponsorship. All money contributed to the Recipient Organisation by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

2) The request for the donation of these funds was not made at the suggestion, request nor at the behest of any Australian government official nor is any Australian government official connected with this request or the Recipient Organisation in any way.

3) The Recipient Organisation is not an agency, organisation, association, or instrumentality of any government, any political party or a public international organisation, and is not otherwise owned, in whole or in part, or controlled by the Australian government or any

Australian political party or government official, or an official of a public international organisation.
NOTE: The Memorial is a statutory agency of the Australian Government with an independent governing Council.

4) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Australian government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or Public Official or organization, or a public international organization, to improperly influence any Australian government official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

5) Recipient agrees that the Sponsorship payment shall be deposited in a properly designated bank account and will be accurately recorded on Recipient's accounting records. Recipient further certifies that all registrations or other authorizations required by any division, office, or agency of the Recipient's government to receive this Sponsorship have been obtained.

I acknowledge and certify that I am duly authorized by the Recipient Organisation to execute this agreement and to certify compliance with the foregoing.

Signature [redacted] s47F 07 April, 2021 **Date**

Printed Name: Mrs Anne Bennie

Title with Recipient Organisation: Assistant Director, Branch Head – Public Programs

Recipient Organisation: Australian War Memorial

Please return this completed form to your Lockheed Martin point of contact.

Sponsorship Agreement
between
Lockheed Martin Australia
and
Australian War Memorial

This Sponsorship Agreement ("Agreement") is made on 7 April 2021 (the "Effective Date"), by and between **Lockheed Martin Australia Pty Limited** (ACN 008 425 509) (**"LMA"**), having its registered office at 8 Brisbane Avenue, Barton ACT 2600 and **Australian War Memorial** (ABN 64 909 221 257) (**"Sponsorship Recipient"**), having its registered office at 20 Treloar Crescent, Campbell ACT 2912, either party or both of which may also be referred to hereinafter as the "Party" or "Parties", respectively. This Agreement establishes the terms and conditions of LMA's Sponsorship.

PURPOSE

The purpose of this agreement is to establish LMA as a sponsor of the Australian War Memorial and to provide financial assistance in exchange for the Sponsor Benefits mentioned in this agreement in relation to the **delivery of 6 episodes of the AWM Veteran Podcast Series (Event) by September 2021**.

1. SPONSOR BENEFITS

1.1 LMA agrees to provide a Sponsorship to the Sponsorship Recipient for the purpose of underwriting costs associated with planning and execution of the Event, subject to these terms and conditions. Both Parties agree that formal planning for the Event will commence upon execution of this agreement, and also agree that all activities related to logistics and production of the Event are the responsibility of the Sponsorship Recipient. LMA's sole obligation as the Sponsor is to provide funding as provided below.

1.2 As a result of its Sponsorship, the Sponsorship Recipient agrees to provide LMA with the Sponsor Benefits as specified in Schedule 1 of this Agreement relating to the Event.

2. SPONSORSHIP AGREEMENT FUNDING AND PAYMENT SCHEDULE

2.1 In consideration for the Benefits to LMA, LMA agrees to pay the Sponsorship Recipient a total of **AUD $120,000 excl GST** in return for the Benefits and recognition throughout the Event as a sponsor.

2.2 Upon execution of this Agreement, properly rendered tax invoices should be sent electronically to emily.l.dove@lmco.com and payment shall be made to the following:

[redacted] s22

2.3 Any funds not expended in accordance with the terms of this Agreement shall be returned to LMA.

LOCKHEED MARTIN

3. TERMINATION

3.1 LMA may, by written notice, terminate this Agreement for default, in whole or in part, if the Sponsorship Recipient:

a) Fails to comply with any of the terms of this Agreement; or
b) Fails to make progress on the Event so as to endanger the Benefits to be received by LMA as set forth above.

3.2 LMA may, at its option, provide notice in writing of a cure period during which the Sponsorship Recipient may cure its default. Upon termination of the Agreement under this clause 3, LMA shall be entitled to a refund of all amounts paid hereunder and shall have no further payment obligations hereunder.

3.3 The Sponsorship Recipient may, by written notice, terminate this Agreement for default, in whole or in part, if LMA:

Fails to provide funding in accordance with the amount and payment schedule set forth above after a thirty-day cure period commencing upon receipt of written notice of default from the Sponsorship Recipient.

3.4 Where, by reason of an event which is reasonably beyond a party's control including acts of god, government direction, pandemic, fire, terrorism, flood, industrial strike or riots (force majeure event), a Party is delayed in performing, or is unable, wholly or in part, to perform, any obligation under this Agreement, and that Party:

a) gives the other Party prompt notice of that force majeure event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform, or be delayed in performing that obligation; and

b) uses reasonable endeavours to remove, or mitigate the effects of, that force majeure event as quickly as possible,

that obligation is suspended so far as it is affected by the force majeure event during the continuance of that force majeure event and that Party will be allowed a reasonable extension of time to perform its obligations.

3.5 If, after 30 days, a force majeure event has not ceased, the Parties must meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.

4. TRADEMARK LICENCE

4.1 LMA grants the Sponsorship Recipient a limited, non-exclusive, royalty-free license to use its name, logo, and any marks specified by the Parties solely for the purposes stated in this Agreement and solely for the duration of the Term of this Agreement. All uses of LMA's name, logo, and marks shall be in accordance with LMA's graphic standards guidelines and must be approved in writing prior to any public display or dissemination.

4.2 Except for the usage of LMA's name, as specifically described in this Agreement, use of LMA's name, logo, or marks is prohibited without prior written consent from LMA.

4.3 LMA and/or its related bodies corporate (as that term is defined in the Corporations Act 2001) retain all right, title and interest in and to the LMA name, logo, and marks. Nothing in this Agreement is intended to grant any right in the LMA name, logo, or marks other than the right to use them in accordance with the license and limitations of this Agreement. All use of

the Lockheed Martin name and logo shall inure to the sole benefit of LMA. LMA retains all rights not expressly granted to the Sponsorship Recipient under this Agreement.

5. GENERAL TERMS AND CONDITIONS

Licensing and Credentials

5.1 The Sponsorship Recipient agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this contribution.

Taxes

5.2 The Sponsorship Recipient is responsible for paying, withholding, and reporting any and all taxes incurred or deemed owed, if any, by reason of the establishment of the Sponsorship Recipient.

Confidentiality

5.3 For the purpose of this Agreement, "Proprietary Information" shall mean any information and data of a proprietary or confidential nature that is marked or otherwise identified in accordance with this provision below, including, but not limited to, information of a business, planning, technical, developmental, operating, performance, cost, know-how or process nature, which are disclosed pursuant to this Agreement, as well as any documents, reports, memoranda, notes, files or analyses prepared by or on behalf of a Party that contain, summarize or are based on any of the foregoing. Proprietary Information shall also encompass the following: (a) the fact that a Party has provided Proprietary Information as described above to the other Party, (b) that discussions regarding the Purpose are taking place between and amongst the Parties, and (c) the terms and conditions or status of such discussions.

5.4 The Parties agree that to the extent Proprietary Information is exchanged pursuant to this Agreement, the receiving Party shall be permitted to use the Proprietary Information disclosed to it only for the Purpose and for no other purpose, unless otherwise expressly agreed to in writing by the disclosing Party. Each Party also agrees that it shall not disclose to any other third party the fact that the Parties have entered into or are engaged in discussions absent the express written consent of the other Party.

5.5 All Proprietary Information to be protected pursuant to this Agreement:

a) shall, if in tangible form, be marked with a legend of "Proprietary" or similar mark or label by the disclosing Party;

b) shall not be disclosed, or disseminated by the receiving Party to anyone except (i) its own employees (including employees of Affiliates), directors, officers, or representatives who have a need to know for the Purpose of this Agreement, and (ii) third parties who are serving as the receiving Party's outside legal, tax, or financial advisors or consultants in support of the Purpose, each of whom shall have signed a non-disclosure agreement with the receiving Party and/or is otherwise bound by confidentiality obligations consistent with this Agreement ("Authorised Third Parties") (collectively, "Representatives"). The receiving Party and any Authorised Third Parties shall only disclose the disclosing Party's Proprietary Information to its Representatives who have a reasonable need to know for the sole purpose of carrying out activities that are the

subject of this Agreement and who are bound to similar or higher confidentiality obligations as are set forth in this Agreement; and

c) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any unauthorised person or third party as is used with respect to the receiving Party's own proprietary information of like importance, but under no circumstances less than a reasonable standard of care.

d) the Receiving Party shall be liable for any breach of this Agreement by its Affiliates and Authorised Third Parties.

e) "Affiliate" means any entity which controls, is controlled by or is under common control with a Party. An entity is deemed to be in control of another entity (the "controlled entity") if it owns, directly or indirectly, not less than: (1) fifty-one percent (51%) of the controlled entity's assets or outstanding voting securities; or (2) the maximum percentage of the controlled entity's assets or outstanding voting securities allowed under the law of the country in which the controlled entity is organised.

5.6 The obligations in this clause 5.5 shall not apply, however, to any information which:

a) the receiving Party can demonstrate is already in the public domain or becomes available to the public through no breach by the receiving Party of this Agreement;

b) was rightfully in the receiving Party's possession without a confidentiality obligation prior to receipt from the disclosing Party as can be reasonably demonstrated;

c) the receiving Party can demonstrate that it received from a third party without knowledge or reason to have knowledge of any confidentiality obligation;

d) is independently developed by the receiving Party without use of or reference to the Proprietary Information as can be reasonably demonstrated; or

e) is approved for non-confidential release by written agreement of the disclosing Party.

Payment of Funds to Related Parties of LMA

5.7 No part of these funds shall be paid to any director, officer, or employee (or their family members) of LMA for any purpose.

Compliance with Applicable Laws

5.8 The funds provided by LMA shall be used solely in compliance with applicable laws and regulations and solely in furtherance of the planning and execution of the Event.

5.9 No funds contributed by LMA shall be paid, directly or indirectly, to or for the benefit of any government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or government official or organisation, or a public international organisation, in order to improperly influence any government official, government employee, or candidate for public office, or any official of a public international organisation, in the performance of his or her official duties, or to obtain any improper advantage for LMA, or that would otherwise cause a violation of any applicable anti-corruption legislation including but not limited to the U.S. Foreign Corrupt Practices Act and the anti-corruption laws of Australia.

5.10 The Sponsorship Recipient represents and warrants that neither the Sponsorship Recipient or any supplier of the Sponsorship Recipient is included on any of the restricted party lists maintained by the Australian Government or the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the

U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). The Sponsorship Recipient shall immediately notify LMA if the Sponsorship Recipient is, or becomes, listed on any of these Restricted Party Lists.

Governing Law and Disputes

5.11 This Agreement shall be governed by the laws of Victoria, Australia without regard to its choice or conflict of law provisions. Any disputes arising from this Agreement shall be resolved by mandatory binding arbitration for resolution in accordance with the ACICA rules, whose rules are deemed to be incorporated by reference into this clause. The seat of the arbitration proceedings shall be in Melbourne, Victoria, and the language to be used shall be English. Notwithstanding the procedural laws of the site of the arbitration, each Party shall pay its own costs and expenses.

Limitation of Liability

5.12 In no event will LMA be liable to for special, incidental, indirect, punitive, exemplary, or consequential damages, even if informed of their possibility. In no event shall LMA's liability under this Agreement exceed the amount paid by LMA under this Agreement.

Assignment

5.13 Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other.

Complete Agreement and Counterparts

5.14 This Agreement contains the entire Agreement of the parties and supersedes any previous understanding, commitments, or agreements, oral or written, with respect to the subject matter hereof. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Severability

5.15 If any term or provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement, other than those as to which it is invalid or unenforceable, will remain unaffected; and, each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. In addition, LMA and the Sponsorship Recipient must endeavor in good faith to reach an agreement on a replacement provision that reflects as nearly as possible the intent of the original provision.

Amendments

5.16 No amendment of any provision of this Agreement is valid unless the same is in writing and is signed by an authorised representative of LMA and the Sponsorship Recipient.

LOCKHEED MARTIN

Waiver

5.17 The failure at any time of either LMA or the Sponsorship Recipient to enforce any of the provisions of this Agreement or to require performance by the other of any of the provisions hereof will in no way affect the validity of this Agreement or any part thereof, or the right of either thereafter to enforce each and every such provision. The express waiver by either LMA or the Sponsorship Recipient of any provision, condition, or requirement of this Agreement does not constitute a waiver of any subsequent right to enforce compliance with such provision, condition, or requirement.

EXECUTED AS AN AGREEMENT, the parties have caused this Agreement to be signed by their duly designated and authorised representatives.

LOCKHEED MARTIN AUSTRALIA PTY LTD

[redacted]

Name: JOSEPH NOVOTH
Title: CE, Lockheed Martin Australia
Date: 3/5/2021

AUSTRALIAN WAR MEMORIAL

[redacted]

s47F

Name: Ms Anne Bennie
Title: Assistant Director, Public Programs
Date:

LOCKHEED MARTIN

Schedule 1

Date of Agreement: 07 April 2021

Term of this Agreement: 1 year commitment to expire 7 April 2022

Sponsorship Recipient Point of Contact

Contact name:	Mrs Anne Bennie
Position:	Assistant Director, Public Programs
Address:	20 Treloar Crescent, Campbell ACT 2612
Phone:	02 6243 4285
Email:	anne.bennie@awm.gov.au

LMA Point of Contact

Contact name:	Gary Sutcliffe
Position:	Strategic Engagement Manager
Address:	8 Brisbane Avenue, Barton ACT 2600
Phone:	[redacted] s47F
Email:	

Sponsor Amount & Payment

LMA agrees to pay the Sponsorship Recipient the amount set out in the following table at the time or times set out in the table:

Ref	*Due Date*	*Payment Amount*
1	Within 30 days of receiving a correctly rendered invoice Invoice to be provided to LMA upon signing of this agreement	**AUD $120,000 excl GST**
Total		**AUD $120,000 excl GST**

Sponsor Benefits

The Sponsorship Recipient will acknowledge the support of LMA for the duration of the Agreement and as specified in the following ways during the term of this agreement:

- LMA text credit on podcast landing page and individual episode pages on the Memorial website
- Text credit in podcast show notes and acknowledgment in episode credits
- AWM media launch of Podcast series with representation from LMA (x 2) and acknowledgment of LMA support
- Text acknowledgement of LMA support in media release for AWM podcast media launch

- LMA staff (x 5 pax) private tours of galleries (x 1) and behind the scenes storage facility in Mitchell, ACT (x1)
- Invitations (x 2 pax) to attend Remembrance Day 2021 and Anzac Day 2021
- Social media acknowledgement of LMA support for podcast (x 1)
- Provision of audience engagement and reach report (x 1) post launch of all 6 episodes

LOCKHEED MARTIN AUSTRALIA PTY LIMITED

and

AUSTRALIAN WAR MEMORIAL

SPECIFIC PROJECT GRANT AWARD AGREEMENT

To: Australian War Memorial (ABN 64 909 221 257) (the "Grantee")

This Specific Project Grant Award Agreement (this "Agreement") is made and entered into as of the 23 day of April, 2018 (the "Effective Date") by Grantee and Lockheed Martin Australia PTY Limited (ABN 30 008 425 509) ("LM Australia"). Grantee and LM Australia are referred to individually as a "Party" or collectively as the "Parties" herein.

I. BACKGROUND:

LM Australia has approved the entry into a three (3) year relationship with the Grantee to fund the Australian War Memorial ("AWM"), with programs managed by the Grantee. The Grant Funds (as defined below) will be used by Grantee to fund programs to enhance the Memorial's visitor and educational offerings as further described herein. LM Australia, Grantee and AWM have had a successful relationship and this grant builds upon that relationship and enables the AWM to expand its educational reach and enhance the Memorial's visitor experience with a focus on the Centenary of the World War I Armistice. The terms and conditions of the grant are as set forth in this Agreement. The Parties agree as follows:

GRANTEE'S MISSION AND STATUS:

This Agreement is specifically conditioned upon Grantee's status as an eligible philanthropic grantee of LM Australia in accordance with this paragraph. The Grantee's mission is to assist all Australians to remember, interpret and understand the Australian experience of war and its enduring impact on Australian Society. The AWM is a revered national institution that is uniquely a shrine, museum, archive, research facility, education and events venue, attracting over 1.1 million visitors, over 145,000 students, and 5.6 million online visitors annually. Signature programs include:

- The National Collection includes a vast collection of war relics, official and private records, art, photographs, film and sound that is exhibited in galleries and held in archives to keep alive the stories of service men and service women who have served in Australia's Armed Forces. The AWM includes a reading room and staff provide research assistance to help access non-digitized resources in the AWM archives. The AWM has extensive digital offerings for researchers, teachers, students, and the interested public, accessible on its web site.

- Educational Programs provide teachers and students online resources and practical activities that align with school curriculum and teach students about Australian military structure and history and the experience of war and its impact on Australia's society. The AWM also hosts thousands of student visitors annually.

- Public programs offer visitors an opportunity to learn more about Australia's military history through ceremonies, panel discussions, and commemoration ceremonies marking important events, such as ANZAC day and Remembrance Day.

II. PURPOSE OF AWARD:

The Grant Funds (as defined herein below) shall be used only for the purposes described in this Agreement. The Grant Funds, including any interest earned on the Grant Funds, may not be used for any other purpose without prior written approval from LM Australia.

III. PREFERRED OBJECTIVES & EXPECTED OUTCOMES OF AWARD:

Grantee will meet the following objectives and achieve the following outcomes:

A. Objective 1. 2018 focus: Develop programs to commemorate the Centenary of the WWI Armistice.

- Implement a digital campaign to underpin the commemorative public programs
- Develop a theatre piece to depict the impact of WWI on Australian society and the struggles faced by many Australians as a result of the War.
- Develop a publication to commemorate the Centenary

B. Objective 2. 2019 focus: Enhance educational offerings for students and teachers.

- Develop 45- minute "virtual excursions" for students that may include video-conferencing delivery, focusing on commemoration and lessons on "how we remember."

C. Objective 3. 2020 focus: Enhance the AWM visitor audio experience.

- Develop a suite of audio tours tailored to specific themes, which will allow greater flexibility for visitors to undertake a tour at a time and pace of their choosing, rather than depend on the existing set daily tour schedule.

D. Objective 4. Provide branding and recognition to LM Australia:

- AWM will recognize LM Australia with branding on its web site, and in select mutually agreed upon AWM materials and digital platforms that may include event programs, annual reports and publications, media issuances, web site and other digital platforms.

E. Objective 5. Engage LM Australia employees and executives:

- AWM will provide opportunities for LM Australia executives and employees to participate in and/or attend special programs, ceremonies, and events.

F. Required Outcomes:

- Implement commemorative programs as outlined above in Section A;
- Implement educational program enhancements as outlined above in Section B;
- Implement visitor audio experience as outlined above in Section C;
- Provide branding and recognition opportunities as outlined above in Section D; and
- Provide engagement opportunities as outlined above in Section E;

IV. EVALUATION: Evaluation will be based on the following:

- Every six months from the execution of this Agreement, the Grantee shall make interim reports to LM Australia, and at three (3) years from the execution of this Agreement, the Grantee shall make a final written report to LM Australia, in each case with respect to all expenditures made from the Grant Funds, including the progress made toward the Objectives of the grant (see Section III of this Agreement) and Conditions of Award (see Section VII of this Agreement).

- In addition, the Grantee shall address in the interim and final reports, progress made against metrics that include:
    - Numbers of student visitors and access to student virtual excursions;
    - Usage of the visitor's audio experience; and
    - LM Australia executive and employee engagement.

V. AMOUNT OF AWARD: Subject to compliance with the terms and conditions of this Agreement, LM Australia will pay to Grantee three hundred and seventy-five Australian dollars (AU$375,000) (the "Grant Funds") in support of the Grant Project Purposes (as defined in Section VI of this Agreement). The Grant Funds will be disbursed over three (3) years: one hundred and twenty-five thousand Australian dollars (AU$125,000) in 2018 (the "2018 Grant Funds"); one hundred and twenty-five thousand Australian dollars (AU$125,000) in 2019 (the "2019 Grant Funds"); and one hundred and twenty-five thousand Australian dollars (AU$125,000) in 2020 (the "2020 Grant Funds").

Grantee shall submit required contribution request forms and an invoice to Lockheed Martin Corporation ("LMC") to create a CyberGrant request (online grant request) for 2018 Grant Funds within 10 calendar days after the execution of this Agreement, the 2019 Grant Funds within 10 calendar days after the first anniversary of the execution of this Agreement, and the 2020 Grant Funds within 10 calendar days after the second anniversary of the execution of this Agreement. LM Australia shall have thirty (30) calendar days from receipt of each such invoice to pay Grantee the applicable Grant Funds.

However, if the payment of the 2018 Grant Funds is not made by the applicable due date above, this Agreement shall be null and void and benefits conferred may be revoked by the Grantee in its sole discretion, without any liability incurred by LM Australia.

If the payment of the 2019 Grant Funds is not made by the due date above, this Agreement shall continue in full force and effect in respect of the 2018 Grant Funds, but the benefits conferred in respect of the 2019 Grant Funds may be revoked by the Grantee in its sole discretion, without any liability incurred by LM Australia.

If the payment of the 2020 Grant Funds is not made by the due date above, this Agreement shall continue in full force and effect in respect of the 2018 Grant Funds and the 2019 Grant Funds, but the benefits conferred in respect of the 2020 Grant Funds may be revoked by the Grantee in its sole discretion, without any liability incurred by LM Australia.

VI. **USE OF GRANT FUNDS:** Grant Funds shall be used by the Grantee for the purposes delineated in Sections II and III ("Grant Project Purposes") of this Agreement. Any interest earned on Grant Funds shall be considered "Grant Funds" as such term is used in this Agreement and must be used and/or applied by the Grantee for the Grant Project Purposes, or other charitable purposes if and as undertaken by the Grantee, if and as approved by LM Australia pursuant to this Section VI. In the event the Grantee desires to use the Grant Funds for a purpose other than the Grant Project Purposes, the Grantee shall contact LM Australia to discuss the other purposes, and shall obtain LM Australia's written approval prior to using the Grant Funds for purposes other than the Grant Project Purposes.

VII. **CONDITIONS OF AWARD:** The Parties agree that Grant Funds are subject to the following conditions:

A. Use of the Grant Funds. Grantee shall use the Grant Funds for the Grant Project Purposes, or other charitable purposes if and as approved by LM Australia under Section VI of this Agreement.

B. Identification of Lockheed Martin. Grantee shall ensure that LM Australia (or at LM Australia's discretion, Lockheed Martin) is clearly identified as a collaborating organization in all published material relating to the subject matter of the award. Grantee shall list "Lockheed Martin Australia" (or at LM Australia's discretion, Lockheed Martin Corporation) as a collaborating organization in its annual report (if any). All proposed communications regarding either party shall be submitted first to the other party for its review and approval.

LM Australia grants Grantee a non-exclusive, nontransferable, nonassignable, revocable, royalty free license to use the trademarks specified in Appendix A attached hereto (the "LM Australia Trademark" and "Lockheed Martin" trademarks) solely for the purpose of enabling Grantee to provide LM Australia (or at LM Australia's discretion, Lockheed Martin Corporation) recognition

pursuant to this Agreement. Grantee acknowledges and agrees that all published material or communications using the LM Australia and/or LMC Trademarks will be of a nature and quality presently promoted and/or rendered by Grantee in relation to its own trademarks/service marks, and that use inures to the benefit of LM Australia and/or LMC. Grantee acknowledges that LM Australia is the sole owner of all right, title and interest in and to the LM Australia Trademark and Lockheed Martin is the sole owner of all right, title and interest in and to the "Lockheed Martin" trademark. The Grantee acknowledges and agrees that no other use of the trademarks are permitted without the prior written permission of LM Australia and/or LMC. All uses of LM Australia's or LMC's name and mark by Grantee shall be in accordance respectively with LM Australia's and/or LMC's Brand Book and shall be approved by LM Australia and/or LMC in advance of any public display or dissemination by Grantee.

C. Expenditure of Grant Funds.

1. Returns. Any Grant Funds not expended in accordance with the terms of this Agreement must be returned to LM Australia.

2. Legislation. There exists no agreement, oral or written, whereby LM Australia may cause the Grantee to attempt to influence legislation or, to influence the outcome of any specific public election, or, to engage in any activity other than charitable activities.

3. Prohibited Uses. Grantee may not use any of the Grant Funds from this award to influence the outcome of any specific public election.

4. Legislative Activities. The Grantee may not use any of the Grant Funds from this award to carry on propaganda or otherwise attempt to influence legislation.

D. Return of Funds. LM Australia may, in its sole discretion, immediately terminate this Agreement under the following conditions, and (a) Grantee shall then return to LM Australia any unexpended Grant Funds and (b) LM Australia shall not be obligated to pay to Grantee any amount(s) due and/or not paid as of the date of notice to Grantee referenced herein below:

1. If LM Australia, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement and/or the Grantee's grant program or budget as approved by LM Australia; provided, that LM Australia will provide notice to Grantee of such issue and allow Grantee thirty (30) calendar days to correct such issue to LM Australia's satisfaction; or

2. If the Grantee loses its status as an eligible grantee as described in Section I above; or

3. If the Grantee fails to expend any portion of the funding for grant purposes.

E. Records, Audits, Site Visits. Grant Funds provided by LM Australia shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to specific project grant expenditures and make these records available for LM Australia's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant. LM Australia, or a designated representative, reserves the right, upon five (5) business day's written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by LM Australia, at the Grantee's offices during business hours.

F. Temporary Investment of Grant Funds for Specific Project Grants. To the extent that the Grantee has Grant Funds pending expenditure for grant purposes that exceed AU$130,000 and have been pending payment for more than six months, then such funds shall be limited to investments in conventional and index-linked gifts issued by an appropriate Australian Body.

G. Public Reporting. The Grantee agrees to disseminate to interested persons, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant. The Grantee will provide LM Australia the opportunity to review and approve any such public reports or comments before the relevant report or comment is made by the Grantee.

H. No Further Obligations by LM Australia. This grant is made with the understanding that LM Australia has no obligation to provide other or additional support or grants to the Grantee.

I. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.

The Grantee must maintain deductible gift recipient status from the date of this award until such time as the entirety of the funds paid to the Grantee by LM Australia pursuant to this award are either expended or returned in accordance with this Agreement.

J. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to LM Australia if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's

management personnel or losses of funding.

K. Party Trademarks and Logos. Grantee grants LM Australia or LMC a non-exclusive, royalty free license to use its name and logo solely for the purpose of promoting LM Australia's support of the Grantee. All uses of the Grantee's name and marks shall be in accordance with the Grantee's Graphic Standards Guide, if any, provided by Grantee to LM Australia and/or LMC, and shall be approved in advance of any public display or dissemination.

L. Payment of Funds to Related Parties of LM Australia. No part of the Grant Funds shall be paid to any director, officer, or employee (or their family members) of LM Australia or its Related Bodies Corporate (as that term is defined in the *Corporations Act 2001* (Cth)) for any purpose.

M. Compliance with Laws; Affirmative Action and Non-Discrimination. Grantee agrees to comply with all applicable laws and regulations as stated herein or otherwise.

N. Amendments. Any amendment to or modification of this Agreement must be made in writing and executed by the Parties.

VIII. ANTI-BRIBERY LAW WARRANTIES

A. Grantee Warranty.

The Grantee warrants and represents that:

1. It has not induced LM Australia to make the grant or been a party to any arrangement with any Australian government authority or body or organisation that has induced LM Australia or its parent company to make the grant in consideration of receiving directly or indirectly any commercial or financial benefit or advantage except as is set out in Sections II and III of this Agreement;

2. Its dealings with LM Australia and its parent company do not constitute any offence under the *Criminal Code Act 1995 (Cth)* and/or other relevant Australian legislation addressing acts of bribery or the U.S. Foreign Corrupt Practices Act, as amended.

B. LM Australia Warranty.

LM Australia warrants and represents that:

1. It has not made the grant to the Grantee or been a party of any arrangement with any Australian government authority or body or organisation upon condition that it receives directly or indirectly any commercial or financial benefit or advantage except as is set out in Sections I and VII of this Agreement;

2. Its dealings with the Grantee do not constitute any offence under the *Criminal Code Act 1995 (Cth)* and/or other relevant Australian legislation addressing acts of bribery or the U.S. Foreign Corrupt Practices Act, as amended.

IX. **OWNERSHIP OF MATERIALS:** Grantee shall be the sole owner and author of all materials, in any media, developed and created under this Agreement using the Grant Funds except to the extent the materials are provided by LM Australia to the Grantee. Grantee shall provide LM Australia at no cost to LM Australia one electronic copy and at least 5 copies of any hard copy of any materials developed by or for Grantee pursuant to the terms and conditions of this Agreement.

X. **MISCELLANEOUS**

A. Governing Law

This Agreement shall be governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

B. Counterparts

This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

C. Assignment

The Grantee may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of LM Australia.

XI. **ACCEPTANCE OF GRANT AWARD AGREEMENT:** Consistent with the terms of Section VII(D) hereof, LM Australia reserves the right to withhold or suspend payment of Grant Funds, and/or terminate this Agreement, if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement. This Agreement supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof.

[*Signature Page Follows*]

If this Specific Project Grant Award Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to LM Australia.

Australian War Memorial

[redacted] s47F

Authorized Signature

20 April 2018

Date

Anne Bennie

Name

Assistant Director - Public Programs

Title

Lockheed Martin Australia Pty Limited

[redacted] s47F

Authorized Signature

23 APR 18

Date

V.E.B DI PIETRO

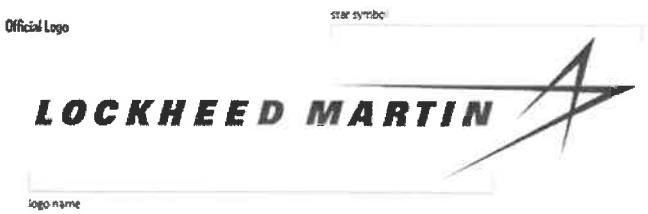
Name

CE LMA Pty Ltd

Title

APPENDIX A

THE LMC TRADEMARK



THE LM AUSTRALIA TRADEMARK

LOCKHEED MARTIN

International Contributions Compliance Certification Form

Date: 6 February 2018

Amount of Contribution Requested: 3 year commitment, AUD$ 125,000/yr (approx. USD$ 99,000/yr)

Purpose of Contribution: To support the delivery of a range of public programs during the 2018-2020 period.

Name of Recipient Organization: Australian War Memorial

Address: Treloar Crescent, CAMPBELL ACT 2612

Phone: 02 6243 4285 **Fax: NA**

Point of Contact: Anne Bennie

Title: Assistant Director, Public Programs

Address (if not at same as above): GPO Box 345 CANBERRA ACT 2601

Phone: 02 6243 4285 **Fax: NA** **Email:** Anne.Bennie@awm.gov.au

To ensure the requested contribution is in accordance with the laws of the United States and of Australia, Lockheed Martin requests that you acknowledge and confirm the following:

(1) This contribution is made by Lockheed Martin Corporation to assist the Recipient Organization, a non-profit entity organized under the laws of Australia with its stated purpose of supporting the delivery of a range of public programs over a three year period. All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

(2) The request for the donation of these funds was not made at the suggestion, request nor at the behest of any Australian government official nor is any Australian government official connected with this request or the Recipient Organization in any way.

(3) The Recipient Organization is not an agency, organization, association, or instrumentality of the Australian government, any political party in Australia or a public international organization, and is not otherwise owned, in whole or in part, or controlled by the Australian government or any Australian political party or government official, or an official of a public

international organization.
NOTE: The Memorial is a statutory authority of the Australian Government with an independent governing Council.

(4) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Australian government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or government official or organization, or a public international organization, to improperly influence any Australian government official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

(5) Recipient agrees that the contribution payment shall be deposited in a properly designated bank account and will be accurately recorded on in Recipient's accounting records. Recipient further certifies that all registrations or other authorizations required by any division, office, or agency of the Australian government to facilitate this contribution have been obtained. Recipient has furnished the following bank account and routing information where the contribution shall be made:

[redacted] s22

I acknowledge and certify that I am duly authorized by the Recipient Organization to execute this agreement and to certify compliance with the foregoing.

[redacted] s47F

Signature

7 February, 2018
Date

Ms Anne Bennie
Printed Name

Assistant Director, Public Programs
Title with Recipient Organization

Australian War Memorial
Recipient Organization

Please return this completed form to your Lockheed Martin point of contact.

LOCKHEED MARTIN

Compliance Certification – Sponsorships (Non-U.S.)

Date: 31 October 2019

Amount of Sponsorship Requested: 3-year commitment, AUD$ 125,000/yr

Purpose of Sponsorship: To support the delivery of a range of public programs during the 2019-2020 period

Name of Recipient Organization: Australian War Memorial

Address: Treloar Crescent, CAMBELL ACT 2612

Phone: 02 6243 4285 **Fax: NA**

Point of Contact: Anne Bennie

Title: Assistant Director, Public Programs

Address (if not at same as above): GPO Box345 CANBERRA ACT 2601

Phone: 02 6243 4285 **Fax: NA** **Email:** Anne.Bennie@awm.gov.au

To ensure the requested Sponsorship is in accordance with the laws of the United States and the laws of Australia, Lockheed Martin requests that you acknowledge and confirm the following:

1) This Sponsorship is made by Lockheed Martin Corporation to assist the Recipient Organization, an entity organized under the laws of Australia with its stated purpose of supporting the delivery of a range of public programs over a three year period, All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

2) The request for the donation of these funds was not made at the suggestion, request nor at the behest of any Public Official nor is any Public Official connected with this request or the Recipient Organization in any way.

3) The Recipient Organization is not an agency, organization, association, or instrumentality of any government, any political party or a public international organization, and is not otherwise owned, in whole or in part, or controlled by any government or any political party or Public Official, or an official of a public international organization.

4) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Public Official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or Public Official or organization, or a public international organization, to improperly influence any Public Official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

5) Recipient agrees that the Sponsorship payment shall be deposited in a properly designated bank account and will be accurately recorded on Recipient's accounting records. Recipient further certifies that all registrations or other authorizations required by any division, office, or agency of the Recipient's government to receive this Sponsorship have been obtained. Recipient has furnished the following bank account and routing information where the Sponsorship shall be made:

[redacted] s22

I acknowledge and certify that I am duly authorized by the Recipient Organization to execute this agreement and to certify compliance with the foregoing.

Signature [redacted] s47F

Date 13 November 2019

Anne Bennie
Printed Name

Assistant Director, Public Programs
Title with Recipient Organization

Australian War Memorial
Recipient Organization

Please return this completed form to your Lockheed Martin point of contact.

LOCKHEED MARTIN

Contributions Disclosure and Compliance Certification Form

Date: 29 October 2013

Amount of Contribution Requested: AUD 100,000

Name of Recipient Organization: The Australian War Memorial (AWM)

Purpose of Contribution: To support the general mission of the of the AWM in honoring those who have fought on behalf of Australia and educating the citizens of Australia.

Address: GPO Box 345

Phone: +61 (02) 62434285 **Fax: +61 (02) 6243 4325**

Point of Contact: Ms Linda Ferguson

Title: Assistant Director, Branch Head Public Programs **Email: linda.ferguson@awm.gov.au**

To ensure the requested contribution is in accordance with the laws of the United States, Lockheed Martin requests that you acknowledge and confirm the following:

(1) This contribution is made by Lockheed Martin Corporation to assist the Recipient Organization, organized under the laws of Australia with the stated purpose of supporting the general mission of the AWM. All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

(2) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Australian government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or government official or organization, or a public international organization, to improperly influence any Australian government official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

I acknowledge and certify that I am duly authorized by the Recipient Organization to certify compliance with the foregoing.

Signature [redacted] s47F Date 29-10-13

Printed Name
LINDA FERGUSON
Title with Recipient Organization
ASSISTANT DIRECTOR, BRANCH HEAD PUBLIC PROGRAMS
Recipient Organization
AUSTRALIAN WAR MEMORIAL

AUSTRALIAN WAR MEMORIAL

ABN 64 909 221 257

Tax Invoice No: 18065366

Invoice Date
11.10.2013

Page
1 of 1

Order Number

Customer number
415581

Customer ABN
30008425509

Payment Terms
30 days from receipt of Tax Invoice
Please use invoice number as your payment reference

Invoiced To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Supplied To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Description	Net GST Price	GST	Total Price
Education & Public Programs Projects Grant	100,000.00	0.00	100,000.00

Total Value Net GST	100,000.00
GST	0.00
Total Amount:	**100,000.00**

Remittance Advice

Make Cheques/Orders Payable to:
Australian War Memorial

s22

[redacted]

Payment Amount: $ 100,000.00

Credit Card Facilities - Please complete the details below

Credit Card Type: Mastercard ☐ Visa ☐

Credit Card Number ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Expiry Date: ____/____

Name on Card: _____
(please print)

Cardholders Signature: _____ Date: ____/____/____

GPO Box 345
Canberra ACT 2601
tel: (02) 6243 4211
fax: (02) 6243 4325
web: www.awm.gov.au

ONE OF THE WORLD'S GREAT MUSEUMS

AUSTRALIAN WAR MEMORIAL

Partnership Update
2021

LMA Podcast Partnership

Our partnership with Lockheed Martin Australia allows the production of a dedicated podcast series were we hope to shine a light on the service experiences of veterans from contemporary conflicts – their role, involvement in operations, and their lives after service.

The podcast series will be produced and distributed by LiSTNR (formerly Podcast One) and hosted by Walkley Award winning journalist, Adam Shand.

Episodes

The series will be released weekly over 6 weeks. Each episode will focus on a modern conflict or operation following the story of the veterans who served at these conflicts or operation from varied departments of the defence force.

We'll look at why they signed up and what they wanted to achieve, their experiences once deployed and the realities of conflict. And finally look back on the time served once they are back on home soil. Each episode will feature interviewees covering a broad range of engaging perspectives including:

- Veterans of Afghanistan and Iraq
- Former medics
- Family members of veterans.

Release and promotion

To maximise listener reach, it is recommended that the series is launched across the Australian summer period from December 2021- January 2022. The potential audience reach is 20-30 per cent greater over the summer period.

In addition to the agreed promotional credits and launch acknowledgements, LiSTNR and the Memorial will promote the podcast series via:

- Metro and regional radio amplification.
- Audiograms released on Facebook, Instagram, Twitter and LinkedIn using paid and organic social amplification.

Key dates

- Production of all episodes will be complete by 30 September 2021.
- Prelaunch promotion to commence from late November – early December 2021, pending launch date.
- Launch and public release of series.

Leanne Patterson

From: Anne Bennie
Sent: Monday, 11 April 2022 6:06 PM
To: [redacted] s47F
Cc: Clare Heffernan
Subject: Australian War Memorial - partnership proposals with Lockheed Martin

Hi Joanne,

I trust one of these email addresses reaches you.

The two projects being proposed for partnership are briefly described below ;

Virtual Excursions (Education)
The Australian War Memorial has a long history of educating Australian school students onsite and online, through *Australian curriculum* linked programs. To reach students unable to physically visit the Memorial in a live and interactive way, several years ago a Virtual Excursion (VE) program was piloted and Lockheed Martin has supported this program some years back.
We have taken new steps with live, video-conferencing sessions providing students with the opportunity to explore some of the galleries at the Memorial, as well as photographs, artworks, film, and private records from the National Collection, and to discover the stories related to real objects and to Australians who have served. Some of these are providing DART (Distance And Rural Technology) Learning service provided by the NSW Department of Education. The website allows teachers, parents and students to identify learning experiences offered by museums, galleries, research institutes, scientists, writers, athletes, artists, educational organisations, musicians, zoos and many more. The Memorial is a registered provider on this site, and promotes its VE programs to teachers. During and post COVID lockdowns these sessions became a stay-fast addition to in-classroom learning. We have had up to 40,000 students connect in via the DART network to a single Memorial educator session. The interactive elements were modified with such a large audience, with questions asked via polls enabled participation. Otherwise students are encouraged to participate by asking and answering questions during the sessions.
Two programs are available for students being *Story of the poppy*, and *Guarding the records*
Further website information https://www.awm.gov.au/learn/schools/VirtualExcursions

Podcast – Veterans stories
Telling veterans stories and their experience in war and on operations is key role of the Australian War Memorial. Podcasts are an engaging way to deliver storying telling through those that experienced them and through their accounts held in the Memorial's collection.
LMA recently supported the *Up Close – conversations with modern veterans* podcast and this proposal would be to develop a new podcast – which may take the personal veteran story approach (such as Up Close) or more storytelling manner of the events of war, in the manner of the 6 episode series *Trapped* where the story is told using dramatised first-hand accounts, diary entries and official records, as well as interviews. (example here https://www.awm.gov.au/learn/podcasts/trapped)

Note: Both projects are costed at approx. AUD$120,000 with full proposal and budget breakdown forthcoming, for the preferred project.

I look forward to hearing from you and please reach out if you have further questions in the meantime.

Regards,

Anne

Anne Bennie
Assistant Director, Branch Head Public Programs

anne.bennie@awm.gov.au | t 02 6243 4285 | m 0417 273 114
Australian War Memorial | GPO Box 345 Canberra ACT 2601 | www.awm.gov.au

LOCKHEED MARTIN

Contributions Disclosure and Compliance Certification Form

Date: 22 August 2014
Amount of Contribution Requested: AUD $100,000

Name of Recipient Organization: The Australian War Memorial

Purpose of Contribution: To support the general mission of the AWM in honoring those who have fought on behalf of Australia and educating the citizens of Australia

Address: GPO Box 345 Canberra ACT 2601

Phone: + 61 **Fax: +61 (02) 6243 4585**

Point of Contact: Anne Bennie

Title: A/g Assistant Director, Branch Head, Public Programs

Address (if not at same as above):

Phone: +61 (02) 6243 4211 Fax: +61 (02) 6243 4585 Email: anne.bennie@awm.gov.au

To ensure the requested contribution is in accordance with the laws of the United States, Lockheed Martin requests that you acknowledge and confirm the following:

(1) This contribution is made by Lockheed Martin Corporation to assist the Recipient Organization, a non-profit entity organized under the laws of Australia with the stated purpose of supporting the general mission of the AWM. All money contributed to the Recipient Organization by Lockheed Martin shall be used solely in compliance with both U.S. and Australian law to achieve that stated purpose.

(2) The request for the donation of these funds was not made at the suggestion, request nor at the behest of any Australian government official nor is any Australian government official connected with this request or the Recipient Organization in any way.

(3) The Recipient Organization is not an agency, organization, association, or instrumentality of the Australian government, any political party in Australia or a public international organization, and is not otherwise owned, in whole or in part, or controlled by the Australian

government or any Australian political party or government official, or an official of a public international organization.

(4) No money contributed by Lockheed Martin shall be paid, directly or indirectly, to or for the benefit of any Australian government official or otherwise paid, directly or indirectly, to or for the benefit of any political party, or government official or organization, or a public international organization, to improperly influence any Australian government official, government employee, or candidate for public office, or any official of a public international organization, in the performance of his or her official duties, or to obtain any improper advantage.

I acknowledge and certify that I am duly authorized by the Recipient Organization to certify compliance with the foregoing.

[redacted] s47F

Signature

22/08/2014
Date

Anne Bennie

Printed Name

A/g Assistant Director, Branch Head, Public Programs
Title with Recipient Organization

Australian War Memorial
Recipient Organization

Please return this completed form to your Lockheed Martin point of contact.

LOCKHEED MARTIN CORPORATION CONTRIBUTION REQUEST FORM

TO BE COMPLETED BY ORGANIZATION RECEIVING CONTRIBUTION

INSTRUCTIONS: All required materials should be sent to your Lockheed Martin contact as email attachments.

1. Enter all information **in English**.
2. Save this Form as an MS Word document (NOT a pdf file) and send via email as an attachment.
3. Attach to your email an invoice on the organization's letterhead OR appropriate event, program or marketing materials to include contribution purpose, requested contribution amount and date of use.
4. Attach to your email a .pdf file with the completed, signed and dated Disclosure & Compliance Certification Form.
5. Attach to your email an **electronic brochure** or other electronic collateral material describing **organization's purpose** (mission/guiding principles), **activities** (what activities are supported), and **sponsors/funders** (financial supporters).
6. Submit one Form per event, program, purpose, invoice, etc. Do not combine multiple contribution requests into one Form. It will be returned and may delay payment.

IMPORTANT: *Lockheed Martin payment for the agreed sponsorship amount cannot be processed until the organization provides the required documentation. Upon receipt, please allow 4 weeks to process the payment request.*

ORGANIZATION INFORMATION

Organization Full Legal Name Must match the name that appears on the invoice or other materials provided. This is the organization name registered with the IRS Tax Exempt Number or the Employer Identification Number or the National Center for Education Statistics District and/or School ID Number(s) provided below.	The Australian War Memorial
"In Care of" or "Doing Business As" Organization Name If different from the legal name above. This name may appear on the invoice instead of the legal name above.	
Requested Contribution Amount/Currency	**$ AUD $ 100,000**
If a US-based entity, provide the 501c3 IRS Tax Exempt Number, or Employer Identification Number (EIN), or National Center for Education Statistics (NCES) District and/or School ID Number **If a non-US entity, provide the organization's Canada Revenue Agency ID, Charity Commission ID, or other Identification Number.** ❖ If the Number entered cannot be verified, further documentation may be required.	IRS Tax Exempt Number or EIN: NCES District ID: NCES School ID: Canada Revenue Agency ID: Charity Commission ID: Other Official Identification Number:
Organization Street Address If the organization is a college or university, provide the principle address of the institution or the main administration office for the campus location. If the organization has multiple locations, provide the headquarters address registered with the Number provided above.	Treloar Crescent Campbell ACT 2612 Australia **Mailing Address** GPO Box 345 Canberra ACT 2601 Australia
Organization City	Canberra
Organization State	ACT
Organization Zip or Postal Code	2601
Organization Country	Australia
Organization Telephone Number	+ 61 (02) 6243 4211

2014 International Request Form (April 2014)

Organization Web Address	www.awm.gov.au
Purpose of Requested Funds Describe the specific purpose for the amount requested; how will the funds be used. Be sure to include the name, date and location of the event or program with a description of its purpose and special highlights.	The contribution is made by Lockheed Martin Corporation to the Australian War Memorial to support education and public programs. Please refer to full agreement between Lockheed Martin Australia and the Australian War Memorial for specific details
Program Goals Supported by Requested Funds Who are the direct beneficiaries, approximate number of beneficiaries and what is the desired impact?	Museum and memorial visitors > 100,000 per year
******THIS SECTION MUST BE COMPLETED****** **Exchange of Goods and Services Information** Will Lockheed Martin or its employees/guests receive goods or services in exchange for this donation? *For example*: meal, beverage, event tickets, gift, exhibit space, and advertising above that available to all sponsors, etc. If yes, list the items.	**VALUE TO BE PROVIDED BY ORGANIZATION** ☐YES ☒NO Total Value (value in requested contribution currency): AUD $100,000 List the items : Discount on booking event space Invitations for LMA executives to specific museum events Public acknowledgement These are items that are provided to all sponsors of the Memorial
Is the Banquet or Event Honoring an individual?	☐YES ☒NO If Yes, Who:
Is the Honoree(s) a Covered Executive Branch Official or a Covered Legislative Branch Official? **If Yes, please also include a copy of the invitation or similar document which contains information on the Covered Official being honored at the banquet or event.**	YES ☒NO If Yes, Enter Full Name and Government Title for EACH Covered Official being honored:
Organization Board of Directors / Trustees / Regents / School Board Include all Life Members and Ex-Officio Members. List – *in alphabetical order* - all current members. Enter one name per line. Titles and roles are not necessary. There must be more than one name. *Embassies should list the Ambassador's name.* **NO PDFs accepted. Entries must be typed out as listed above.**	Today's date: 20 August 2014 List the Members: **Chairman** Rear Admiral K.A. Doolan AO RAN (Ret'd) **Director** Dr Brendan Nelson **Members** Air Marshal G.C. Brown AO, Chief of Air Force The Honourable G.J. Edwards AM Mr P.J. FitzSimons AM Vice Admiral Tim Barrett AO CSC RAN, Chief of Navy Dr A.D. Hawke AC Lieutenant General D.L. Morrison AO, Chief of Army Major General J.P. Stevens AO (Ret'd) Ms Gabrielle Trainor Mr Les Carlyon AC Ms Jillian Segal AM

	Mr K.M. Stokes AC
Financial Information Does the organization conduct an annual audit? If not, provide a brief explanation.	☒YES ☐NO Explain:

PAYMENT INFORMATION

Payment Method Select payment in USD currency by check or wire transfer or select payment in foreign currency by wire transfer. Foreign currency payment is not available by check.	☐ Check ☒ Wire transfer
Wire Transfer Information – Enter all Information completely ❖ Bank Account Name ❖ Bank Account Number ❖ Bank Name ❖ Bank Street Address ❖ Bank City ❖ Bank State ❖ Bank Zip or Postal Code ❖ Bank Country ❖ International Bank Account Number (IBAN – for *Euros*) ❖ Bank Identifier Code (BIC) ❖ ACH – ABA/Swift Routing Number ❖ **Wire Transfer - ABA /Swift Routing Number *****Must be provided for all wire transfers***	[redacted] s22

POINT OF CONTACT

Salutation (Col., Dr., Mr., Mrs., Ms., Miss, etc.)	Ms
Contact First Name	Anne
Contact Last Name	Bennie
Contact Title	A/g Assistant Director, Branch Head Public Programs
Contact Telephone	0011-1-02-62434285
Contact Email Address	Anne.bennie@awm.gov.au
Contact Organization Name **(Include Department, School, College name, etc.)**	AUSTRALIAN WAR MEMORIAL
Contact Street Address **(Include Hall Names, Room Numbers, Mail Stops, etc.)**	Treloar Crescent Campbell ACT 2612 Australia **Mailing Address** GPO Box 345 Canberra ACT 2601 Australia
Contact City	Canberra
Contact State	ACT
Contact Zip or Postal Code	2601
Contact Country	AUSTRALIA

TO BE COMPLETED BY LOCKHEED MARTIN

*****LMC REQUESTOR MUST COMPLETE HOSPITALITY SECTION BELOW*****

Allocation:	☒ Corporate Contribution – CSBD International - ☐ Corporate Banquet/Event – CSBD International
Amount Approved per Reviewer Below:	**Australian DOLLARS** **$ Total AUD $100,000**

******THIS SECTION MUST BE COMPLETED BY LMC REQUESTOR******
HOSPITALITY INFORMATION REQUIRED PURSUANT TO CPS 730

1. Indicate whether LMC will provide any hospitality to any official(s) or employee(s) of the following: a federal or local government organization (including an agency, legislature, department or instrumentality, including government-owned entities); political party; or public international organization (such as the United Nations or World Bank); or a candidate for public office.
2. Indicate if any family member(s) will receive hospitality provided by LMC. Indicate if they would qualify as a government official, employee or candidate for public office as described above.
3. Include name, title and government entity of each person receiving the hospitality.
4. Indicate the nature (i.e., gift, meal, or entertainment) and monetary value of the hospitality provided to the government official(s) or family member(s) and number of people.

LMC STAFF MUST COMPLETE THIS SECTION

1. ☐YES ☒NO
   Which Official/Employee:
   What Organization or Party:
2. ☐YES ☒NO
   If Yes, do they qualify as Official/Employee or Candidate?
   ☐YES ☒NO
3. Name:
   Title:
   Agency:
4. Hospitality type:
   Number of People:
   Value Amount: (in contribution currency):

Requestor:	**Name:** Tom Milton
Reviewer:	**I HEREBY AUTHORIZE THIS PAYMENT FROM ABOVE-SELECTED ALLOCATION:** ☐ Damask Petrick, CIBD or ☐ Mary Tung, CIBD

LOCKHEED MARTIN AUSTRALIA PTY LIMITED

and

THE AUSTRALIAN WAR MEMORIAL

SPECIFIC PROJECT GRANT AWARD AGREEMENT

To: The Australian War Memorial ("The Grantee")

This *Specific Project Grant Award Agreement*, upon execution on behalf of The Grantee in the spaces provided for signature, will evidence The Grantee's agreement with and commitment to Lockheed Martin Australia Pty Limited ("LM Australia") as follows:

I. BACKGROUND:

In early 2013, LM Australia Executives and the Director of The Australian War Memorial held discussions on the potential opportunities for LM Australia to provide funding for worthwhile programs at The Australian War Memorial. Ongoing discussions and agreement led to the approval by the Corporate Contributions Committee of Lockheed Martin Corporation (LMC) for LM Australia to enter into a relationship with the Grantee to support Grantee's programs and activities as described herein. The terms and conditions of the grant of funding are as set forth in this *Specific Project Grant Award Agreement,* whereby any amendment hereto must be identified as such in writing and executed by the parties.

A. The Grantee's Mission & Status:

This grant is specifically conditioned upon The Grantee's status as an eligible philanthropic grantee of LM Australia in accordance with this section.

The Australian War Memorial is established as a corporation by *the Australian War Memorial Act 1980.* The functions of the Memorial and the powers of the Memorial, the Minister, the Council, the Chairman and the Director are outlined in the Act. The Minister for Veterans' Affairs has portfolio responsibility for the Memorial, which is a statutory authority within the portfolio. The Council is responsible for the conduct and control of the affairs of the Memorial and the policy of the Memorial with respect to any matters determined by the Council.

The Memorial's purpose is to commemorate the sacrifice of those Australians who have died in war. Its mission is to assist Australians to remember, interpret and understand the Australian experience of war and its enduring impact on Australian society. The functions of the Memorial are detailed in section 5(1) of the Act.

Grantee warrants and represents that (i) the Australian War Memorial is a corporation established by the *Australian War Memorial Act 1980*, as amended (the "Act"), (ii) it has the power and authority to enter into this Specific Project Grant Award Agreement, (iii) this *Specific Project Grant Award Agreement* complies with, and the funds, if any, provided hereunder will be used in accordance with, the Act, and (iv) it is a Deductible Gift Recipient as defined by the

Australian Taxation Office and that no additional steps must be taken by LM Australia to qualify for deductibility of the funds contemplated by this Specific Project Grant Award Agreement.

B. **Purpose Of Award:**

This grant is made only for the purposes described in this *Specific Project Grant Award Agreement*. The grant funds and any interest earned on the funds may not be used for any purpose, other than described in the *Specific Project Grant Award Agreement,* without prior written approval from LM Australia. LM Australia will provide funding to The Grantee to support the following:

1. Education and Public Programs

   a. Development and delivery of a range of education and public programs to enhance on-site visits to the Memorial. Funding would be used to support the following initiatives:

      i. The development of multi-lingual audio-guides.
      ii. Enhancements to ANZAC Day ceremonies.
      iii. ANZAC Centenary initiatives, including development of the Roll of Honour soundscape and the Commemorative Crosses program.
      iv. A range of education programs for the Memorial visitor.
      v. Public events including tours, film screenings, gallery talks and presentations.
      vi. Publications, including Official Histories and *Wartime*, the official magazine of the Australian War Memorial.

2. Grantee provision of benefits

Grantee will provide LM Australia with the following recognition and partnership benefits:

i. *Public acknowledgement* including signage within the Memorial, on the Memorial's website, and in the Memorial's publications and printed collateral materials relevant to the project.

ii. *Invitations from 2013-2018* – Invitations for the Sponsor and their guests (up to 6), to attend launches and events providing the opportunity for networking with members of tourism, business, political and veterans' communities. Reserved seating for up to 6 guests at the Memorial's major ceremonies such as ANZAC Day and Remembrance Day.

iii. *Corporate bookings* – The opportunity for the use of one of the Memorial's function spaces, to be charged at only 25% of the general venue hire fees, once per year for the term of the agreement. The Memorial will waive 75% of the venue hire fees. Catering, cleaning, and security costs will be met by LM Australia.

iv. Access to the Grantee's staff for up to two pre-arranged talks and tours per year 2013-2018. Notwithstanding the foregoing, LM Australia shall be entitled to decline and return to the Grantee any partnership benefits (including tickets, invitations and the like) that would be deemed by the Australian Taxation Office to limit the deductibility of the

funds, if any, awarded to the Grantee pursuant to this *Specific Project Grant Award Agreement.*

v. The Grantee's Head of Development will oversee the Corporate Partner Scheme. The Grantee will meet annually with LM Australia to review arrangements and to consider additional opportunities. LM Australia may assign any of the benefits enumerated in this Section II to its Related Bodies Corporate without prior notice to the Grantee.

II. OBJECTIVES & EXPECTED OUTCOMES OF AWARD:

The objectives and expected outcomes of the award are:

i. To support The Grantee's purpose to commemorate the sacrifice of those Australians who have died in war.

ii. To support The Grantee's mission to assist Australians to remember, interpret and understand the Australian experience of war and its enduring impact on Australian society.

iii. To support the Memorial's delivery of education and public programs for a wide range of audiences and communities.

III. EVALUATION:

Evaluation will be based on the following:

i. Twice yearly, at least forty-five (45) days prior to and five (5) months following the anniversary of this *Specific Project Grant Award Agreement*, the Grantee shall provide to LM Australia a written report detailing the activity status and all expenditures made from the grant funds, including the progress made toward the Purpose and Objectives of the grant (see Section II of this Agreement) and Conditions of Award (see Section VII of this Agreement).

ii. LM Australia may, after reviewing the twice yearly reports provided by Grantee, require that Grantee amend its activities to conform with the terms of this *Specific Project Grant Award Agreement* or terminate further funding

IV. TERM OF AWARD:

The term of this *Specific Project Grant Award Agreement* shall commence as of the date of the agreement being signed by both parties and terminate five years from that date. LM Australia may terminate this *Specific Project Grant Award Agreement* with immediate effect upon written notice to Grantee in the event of Grantee's breach of the terms of this *Specific Project Grant Award Agreement.*

V. AMOUNT OF AWARD:

Subject to Grantee's satisfaction of the conditions set forth herein, LM Australia intends to contribute to The Grantee the sum of five hundred thousand Australian dollars (AU$500,000) payable as follows:

i. AU$100,000 paid within 30 days of signing of this *Specific Project Grant Award Agreement*
ii. AU$100,000 paid by 31 October, 2014
iii. AU$100,000 paid by 31 October, 2015
iv. AU$100,000 paid by 31 October, 2016
v. AU$100,000 paid by 31 October, 2017

VI. SPECIFIC PROJECT GRANT BUDGET:

Grant funds are to be applied for the purposes outlined in the specific project proposal. Advance written approval by LM Australia must be received by The Grantee for disbursements deviating from the approved budget and/or the Grant Project Purposes. Any interest earned on grant funds must be applied to the Grant Project Purposes.

VII. CONDITIONS OF AWARD:

The Grantee agrees that the award is subject to the following conditions:

A. Compliance with Objectives and Grant Project Purposes.

Grantee shall use grant funds received pursuant to this Agreement solely for the purposes and objectives described in Sections I, & II of this Agreement, including the Grant Project Purposes, and for no other use unless Grantee receives LM Australia's prior written consent.

B. Identification of Lockheed Martin.

Grantee shall ensure that LM Australia (or, at LM Australia's discretion, Lockheed Martin) is clearly identified as a collaborating organization in all published material relating to the subject matter of the award. The Grantee shall list LM Australia (or, at LM Australia's discretion, Lockheed Martin) as a collaborating organization in its annual report (if any). All proposed Grantee external communications regarding LM Australia (or Lockheed Martin or recognition of LM Australia or Lockheed Martin) at Grantee's facilities shall be submitted first to LM Australia for its review and approval.

LM Australia grants The Grantee during the term of this *Specific Project Grant Award Agreement*, unless otherwise earlier terminated by LM Australia, a non-exclusive, non-transferrable, personal, royalty free license to use the "Lockheed Martin Australia" and "Lockheed Martin" trademarks, as applicable, solely for the purpose of enabling The Grantee to provide LM Australia or Lockheed Martin recognition pursuant to this *Specific Project Grant Award Agreement*. The Grantee acknowledges and agrees that all published material or communications using the "Lockheed Martin Australia" and/or

"Lockheed Martin" trademarks will be of a nature and quality presently promoted and/or rendered by The Grantee in relation to its own trademarks/service marks, and that use inures to the benefit of LM Australia . The Grantee acknowledges that LM Australia is the sole owner of all right, title and interest in and to the "Lockheed Martin Australia" trademark and Lockheed Martin Australia is the sole owner of all right, title and interest in and to the "Lockheed Martin" trademark, and that no other use of the trademark is permitted without the prior written permission of LM Australia as the case may be.

C. Expenditure of Award Funds.

1. Legislation. There exists no agreement, oral or written, whereby LM Australia may cause The Grantee to attempt to influence legislation or, to influence the outcome of any specific public election, or, to engage in any activity other than charitable activities.

2. Prohibited Uses. The Grantee may not use any of the funds from this award to influence the outcome of any specific public election.

3. Legislative Activities. The Grantee may not use any of the funds from this award to carry on propaganda or otherwise attempt to influence legislation.

D. Return of Funds.

The Grantee shall return to LM Australia any unexpended award funds within thirty (30) days under the following conditions:

1. If LM Australia, in its sole discretion, determines that The Grantee has not performed in accordance with this Agreement and/or The Grantee's grant program or budget as approved by LM Australia; provided, that LM Australia will provide notice to The Grantee of such issue and allow The Grantee thirty (30) calendar days to correct such issue to LM Australia's satisfaction; or

2. If The Grantee loses its status as an eligible grantee as described in Section I above; or

3. If The Grantee fails to expend any portion of the funding for grant purposes.

E. Records, Audits, Site Visits.

Funds provided by LM Australia shall be accounted for separately in The Grantee's books and records. A systematic accounting record shall be kept by The Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to specific project grant expenditures and make these records available for LM Australia's review upon request. The Grantee shall be responsible for maintaining adequate financial records of this grant program. LM Australia, or a designated representative, reserves the right, upon five (5) business days written notice, to audit The Grantee's books and records relating to the expenditure of any funds provided by LM Australia as a specific project grant.

F. Temporary Investment of Grant Funds for Specific Project Grants.

The temporary investment of grant funds pending expenditure for grant purposes shall be limited to investments in conventional and index-linked gilts issued by an appropriate Australian Body.

G. No Further Obligations by Lockheed Martin Australia.

This grant is made with the understanding that neither LM Australia nor its Related Bodies Corporate have any obligation to provide other or additional support or grants to The Grantee.

H. Public Reporting.

The Grantee agrees to disseminate to interested public parties, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.

I. Licensing and Credentials.

The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.

J. Management and Organizational Changes.

The Grantee agrees to provide immediate written notice to LM Australia if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, without limitation, changes in The Grantee's management personnel or losses of funding.

K. Party Trademarks and Logos.

Use of the LM Australia or Lockheed Martin name or logo is prohibited without prior written consent from LM Australia for any uses other than those as expressly contemplated herein. The Grantee grants LM Australia a non-exclusive, royalty free license to use its name and logo solely for the purpose of promoting LM Australia's support of The Grantee. All uses of The Grantee's name and marks shall be in accordance with The Grantee's Graphic Standards Guide, which shall be provided by The Grantee to LM Australia as of the date hereof, and shall be approved in advance of any public display or dissemination.

L. Payment of Funds to Related Parties of Lockheed Martin Australia.

No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of LM Australia or its Related Bodies Corporate for any purpose.

M. Compliance with Laws.

The Grantee agrees to comply with all applicable laws and regulations as stated herein or otherwise.

VIII. ANTI-BRIBERY LAW WARRANTIES

A. Grantee Warranty.

The Grantee warrants and represents that:

1. it has not induced LM Australia to make the grant or been a party to any arrangement with any Australian government authority or body or organisation that has induced LM Australia or its parent company to make the grant in consideration of receiving directly or indirectly any commercial or financial benefit or advantage except as is set out in Sections II and III of this Agreement;

2. its dealings with LM Australia and its parent company do not constitute any offence under *the Criminal Code Act 1995 (C'wth)* and/or other relevant Australian legislation addressing acts of bribery.

B. LM Australia Warranty.

LM Australia warrants and represents that:

1. it has not made the grant to the Grantee or been a party to any arrangement with any Australian government authority or body or organisation upon condition that it receives directly or indirectly any commercial or financial benefit or advantage except as is set out in Sections I and VII of this Agreement;

2. its dealings with The Grantee do not constitute any offence under *the Criminal Code Act 1995 (C'wth)* and/or other relevant Australian legislation addressing acts of bribery.

IX. OWNERSHIP OF MATERIALS

The Grantee shall be the sole owner and author of all materials, in any media, developed and created under this Agreement using the grant funds. The Grantee shall provide LM Australia at no cost to LM Australia one electronic copy and at least 10 copies of any hard copy of any materials developed by or for The Grantee pursuant to the terms and conditions of this Agreement.

X. ACCEPTANCE OF GRANT AWARD AGREEMENT:

LM Australia reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this *Specific Project Grant Award Agreement*. The Grantee hereby specifically authorizes and consents to LM Australia's use of Grantee's name and identifying logo in publicizing the grant and/or LM Australia's general

charitable activities. This *Specific Project Grant Award Agreement* supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof.

If this *Specific Project Grant Award Agreement* correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to LM Australia.

Accepted on behalf of **The Australian War Memorial** by:

[redacted] s47F 11/10/13.

Authorized Signature Date

BRENDAN JOHN NELSON

Print Name

DIRECTOR AUSTRALIAN WAR MEMORIAL.

Title

Agreed to and Acknowledged on behalf of **Lockheed Martin Australia Pty Ltd** by:

[redacted] s47F OCT 11, 2013

Authorized Signature Date

PATRICK DEWAR

Print Name

EXEC. VICE PRES. LM INT'L

Title

AUSTRALIAN WAR MEMORIAL

ABN 64 909 221 257

Tax Invoice No: 18068581

Invoice Date
21.08.2014

Page
1 of 1

Order Number

Customer number
415581

Customer ABN
30008425509

Payment Terms
30 days from receipt of Tax Invoice
Please use invoice number as your payment reference

Invoiced To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Supplied To:
LOCKHEED MARTIN AUST- PTY LIMITED
ATT: ACCOUNTS PAYABLE
53 WENTWORTH AVENUE
KINGSTON ACT 2604

Description	Net GST Price	GST	Total Price
Education & Public Programs Project Grant 2014-15	100,000.00	0.00	100,000.00

Total Value Net GST	100,000.00
GST	0.00
Total Amount:	**100,000.00**

Remittance Advice

Make Cheques/Orders Payable to:
Australian War Memorial

[redacted] s22

Payment Amount: $ 100,000.00

Credit Card Facilities - Please complete the details below

Credit Card Type: Mastercard ☐ Visa ☐

Credit Card Number ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Expiry Date: ____/____

Name on Card: _____
(please print)

Cardholders Signature: _____ Date: ____/____/____

GPO Box 345
Canberra ACT 2601
tel: (02) 6243 4211
fax: (02) 6243 4325
web: www.awm.gov.au

ONE OF THE WORLD'S GREAT MUSEUMS

14. SECTION PRIORITIES OVERVIEW

[redacted] s22

[redacted].

[redacted]

[redacted] s22

[redacted]

s22

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]. s22

[redacted]

[redacted]

[redacted]

[redacted]

[redacted] s22 [redacted]

[redacted] s22 [redacted]

[redacted]

[redacted] s22

[redacted]

- [redacted] s22

[redacted]

[redacted]

Delivery of priority projects

The team is responsible for leading the delivery of a number of digital projects during the next 12 months. These are:

- [redacted] s22
- A new podcast series featuring interviews with veterans of contemporary conflicts and operations about their experiences during and after service by 30 September 2021. This project is delviered with support from Lockheed Martin Australia.
- [redacted].
- [redacted] s22

SUMMARY OF KEY ACHIEVEMENTS SINCE THE LAST MEETING

s22

[redacted]

[redacted]

s22

Corporate Partnerships

s22

, Lockheed Martin Australia,

a continue to support the Memorial

s22

SUMMARY OF KEY ACHIEVEMENTS SINCE THE LAST MEETING

s22

[redacted]

[redacted]

Corporate Partnerships

s22

s22

Lockheed Martin Australia, continue to support the Memorial. New partnership opportunities are being developed focussing on existing proejcts for existing supporters including , Lockheed Martin Australia .

s22

s22

s22

AUSTRALIAN WAR MEMORIAL

Meeting No. 174

27 August 2021

ATTACHMENT 7C

SUMMARY OF KEY ACHIEVEMENTS SINCE THE LAST MEETING

s22

[redacted]

[redacted]

s22

s22

s22

Corporate Partnerships

s22

Lockheed Martin Australia, continue to support the Memorial. s22

s22

s22

7C. SUMMARY OF KEY ACHIEVEMENTS SINCE THE LAST MEETING

[redacted] s22

[redacted]

[redacted] s22

[redacted]

s22

Corporate Partnerships

[redacted]

s22

Lockheed Martin Australia, [redacted] continue to support the Memorial.

[redacted]

s22

Digital projects

[redacted] s22

Veterans Podcast

A six episode series about the contemporary veterans experience - their role, involvement in operations, and lives after service. The podcast is being produced by LiSTNR, funded through Lockheed Martin Australia sponsorship grant. A select group of five participants have been invited for interviews with Walkley Award winning journalist Adam Shand to share their personal perspective and unique experience of service life. Interviews are expected to conclude in October with the expected final staged release of all six episodes during the summer period 2021-22.

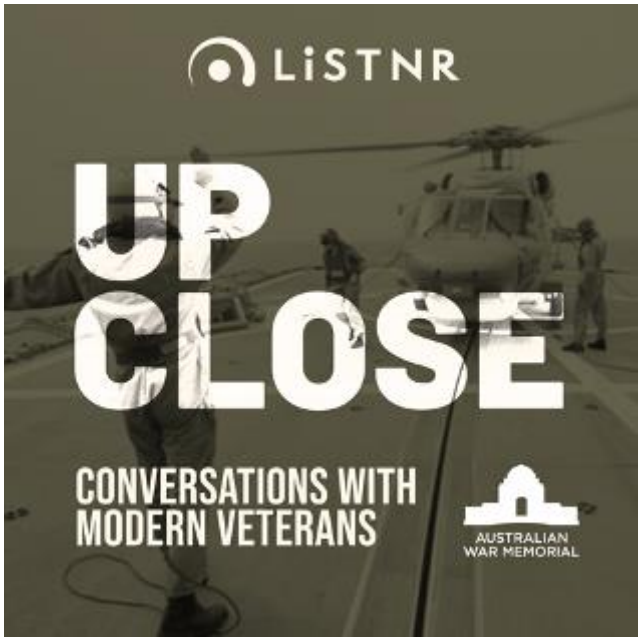
8C SUMMARY OF KEY ACHIEVEMENTS SINCE THE LAST MEETING

s22

s22

Podcast program

Recording for the six episode podcast series, *Up Close: Conversations with modern veterans,* was completed by the end of December 2021. The podcast was produced by LiSTNR, funded through Lockheed Martin Australia sponsorship grant. The first episode was released 30 January 2022 with an episode released each week thereafter.



[redacted] s22

[redacted] s22

12. FUNDRAISING AND PARTNERSHIP ACTIVITY UPDATE

[redacted] s22

[redacted]

[redacted] s22

[redacted]

REPORT

[redacted] s22

Partnerships, prospecting and major donors

Proposals are being developed for [redacted] and Lockheed Martin Australia, [redacted]. [redacted] s22

[redacted] s22

[redacted] s22

[redacted]

4. FUNDRAISING AND PARTNERSHIP UPDATE

[redacted]

s22

[redacted] s22

In July, teleconferences with [redacted] (with Lockheed Martin and [redacted] in the coming period) were held to advise of the impact of the Development on Memorial programs and provide a timeframe of 2023 for provision of the partnership opportunities as part of the Memorial's expanded galleries and new operations. s22

[redacted] s22

[redacted] s22

AUSTRALIAN WAR MEMORIAL

Meeting No. 174

27 August 2021

[redacted]

s22

Author: Anne Bennie
Assistant Director, Public Programs

11 FUNDRAISING AND PARTNERSHIPS ACTIVITY UPDATE

s22

[redacted]

[redacted]

s22

[redacted]

[redacted]

REPORT

[redacted]

s22

[redacted]

s22

Lockheed Martin

In January 2022 the podcast release of *Up Close: Conversations with Modern Veterans* marked the conclusion of the current annual grant agreement with Lockheed Martin. [redacted]

s22

[redacted]

s22

COUNCIL OF THE AUSTRALIAN WAR MEMORIAL

Minutes of meeting no.171 of Council
10 November 2020

COUNCIL OF THE AUSTRALIAN WAR MEMORIAL

Meeting no.171 of Council
10 November 2020

Minute	Subject	
[redacted]		s22
2703.	Section priorities – Education Services; and Building Services	8
[redacted]		s22

Resolved

[redacted]

s22

2703. Section priorities – Education Services; and Building Services

[redacted]

s22

Ms Robyn Siers, Manager of Education Services together with Ms Sarah Hitchcock, Head Commemoration and Visitor Engagement presented Council with a video of the national virtual excursions program. These digital classroom presentations have been developed in response to the need for students to engage with the Memorial, in particular during COVID19, closure of the galleries and cancellation of school excursions. Digital excursions have presented positive opportunities to access regional and remote communities as part of the Australian National Curriculum – Civics and Community topic. Funding to support the delivery of these services has been provided through Lockheed Martin and [redacted] and has enabled 5000 school students (Sep-Dec) to access Memorial programs online.

[redacted]

s22

[redacted]

s22

[redacted]

s22

[redacted]

s22

[redacted]

s22

[redacted]

AUSTRALIAN WAR MEMORIAL

Meeting Details

GROUP: Council
MEETING: Australian War Memorial Council meeting 176
LOCATION: Australian War Memorial, ACT
DATE: 18 March 2022
START: 0900hrs AEDT
END: 1400hrs AEDT

Attendance

Name	Attending		Apologies	Absent
	Physical	Remote		
[redacted]				s22

Agenda Items	Actions
[redacted]	
[redacted]	
[redacted]	s22
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	s22
[redacted].	
[redacted]	
[redacted]	
[redacted]	
[redacted]	

6 Director's Report s22

The Director provided a verbal update to Council, highlighting the following:

- [redacted]
- [redacted]
- [redacted] s22

Agenda Items	Actions
• [redacted] • [redacted] • [redacted]	s22
• The Director briefed Council on an email campaign opposing Defence industry sponsorship of Memorial activities. Two members of Council had also met with the organisers. Council confirmed Memorial policy that it was appropriate for the Memorial to engage with those companies that equip and sustain the Australian Defence Force to defend Australia's interests and values. All sponsorship arrangements entered into by the Memorial must continue to align with the Memorial's Act, purpose, mission and values. The Memorial would consolidate existing sponsorship policy and make it available publicly. Council **noted** the update.	
[redacted]	s22
• [redacted]	s22
• [redacted]	

Leanne Patterson

From: Jeremy Marples
Sent: Tuesday, 19 April 2022 9:50 AM
To: Gagan Sahota
Cc: procurement
Subject: RE: FOI request- Document search

Categories: Follow Up

Hi Gagan

Apologies, I shouldn't have jumped the gun! Your FOI request also includes records relating to risk management for entering such agreements as this.

The risks of entering into the arrangement (AWM000658) are low, so the only risk management needed is for the business owner to ensure they're happy with obligations, terms and conditions of the agreement. Anne Bennie, Clare Heffernan and Megan Scott received advice from the Procurement Team in relation to the agreement prior to signing. Here are two e-mail trails relating to advice provided for this agreement.

FW AWM000658 - Grant - LMA - AWM Veteran Podcast Series .msg
RE Draft LMA podcast sponsorship contract.msg

There was some contact with the Procurement Team in April 2018 for the previous arrangement (AWM000234 formerly 2018/0160) and the risk level would have been low as well:

2018-04-06_10-48_RE__EXTERNAL__RE__Lockheed Martin Australia Partn.msg

Thanks.

Jeremy Marples
Procurement Manager | Finance Section
Jeremy.Marples@awm.gov.au | t 02 6243 4548 [redacted] while WFH (also via WhatsApp))
Australian War Memorial | GPO Box 345 Canberra ACT 2601 | www.awm.gov.au
Please use the AWM file transfer system for attachments over 20MB:
https://filetransfer.awm.gov.au/filedrop/jeremy.marples@awm.gov.au

s47F

From: Gagan Sahota <Gagan.Sahota@awm.gov.au>
Sent: Tuesday, 19 April 2022 9:18 AM
To: Jeremy Marples <Jeremy.Marples@awm.gov.au>
Subject: FOI request- Document search

Good morning Jeremy,

We have received a FOI request for the following information:

- Agreement between Australian War Memorial and Lockheed Martin for the Veteran Podcast Series, and any other agreements/memoranda between the Australian War Memorial and Lockheed Martin
- Documents relating to Australian War Memorial due diligence requirements or processes and/or risk assessments relating to the Lockheed Martin Veteran Podcast Series agreement, and other agreements/memoranda between the Australian War Memorial and Lockheed Martin

To comply with our obligations under the FOI Act, we are required to conduct an search for all documents that could be considered to fall within the scope of this request. Section 4 of the FOI Act defines a 'document' as being:

"... (a) any of or any part of the following things:
(i) any paper or other material on which there is writing;
(ii) a map, plan, drawing or photograph;

(iii) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
(iv) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device;
(v) any article on which information has been stored or recorded, either mechanically or electronically;
(vi) any other record or information; or
(b) any copy, reproduction or duplicate of such a thing; or
(c) any part of such a copy, reproduction or duplicate; but does not include
(d) material maintained for reference purposes that is otherwise publicly available…"

So that we can comply with the statutory timeframes, could you please provide all documents found of this request by Friday 29 April 2022. In the interim if you have any questions, please let me know.

Kind regards,
Gagan

Gagan Sahota
Governance and Assurance Officer | Corporate Services
gagan.sahota@awm.gov.au | t 02 6243 4290
Australian War Memorial | GPO Box 345 Canberra ACT 2601 | www.awm.gov.au

Leanne Patterson

From: Clare Heffernan
Sent: Thursday, 8 April 2021 10:10 AM
To: Megan Scott
Cc: procurement
Subject: FW: AWM000658 - Grant - LMA - AWM Veteran Podcast Series

Categories: Matt

Hi Megan,

Please see Anne's response, re LMA, below.

s22

FYI – Anne is scheduled to meet w LMA [redacted] via teleconf on Tuesday at 12.30 pm.

Thank you,

Clare.

From: Anne Bennie
Sent: Thursday, 8 April 2021 8:35 AM
To: Clare Heffernan
Subject: RE: AWM000658 - Grant - LMA - AWM Veteran Podcast Series

If you can send please Clare.
It is a grant not a sponsorship therefore they are not seeking that type of endorsement /acknowledgement and infact will likely not be comfortable with anything defined as it contravenes the grant approach. We acknowledge /launch/media release naming and involving them by choice. Happy to agree what this looks like internally before telecon on 13th [redacted] s22

Anne

From: Clare Heffernan
Sent: Wednesday, 7 April 2021 5:46 PM
To: Anne Bennie
Subject: FW: AWM000658 - Grant - LMA - AWM Veteran Podcast Series

Hi Anne,

Please see the electronic signed copy attached. Would you like me to send this, or you?

In addition, please see Megan's email below. I assume a contract will follow from LMA following receipt of this document?

Thanks in advance,

Clare.

From: Megan Scott
Sent: Wednesday, 7 April 2021 12:12 PM
To: procurement; Clare Heffernan
Subject: RE: AWM000658 - Grant - LMA - AWM Veteran Podcast Series

Hi Clare,

Are you aware if there is an associated grant document like the one attached that will also be provided by LMA?

The compliance template is limited in outlining benefits, payment schedules, timeframe of sponsorship activity etc.

Would be good to have a more formalised contract like the one above to manage expectations and clearly outline all the sponsorship requirements.

Thanks,
Megan

Megan Scott
Marketing and Sponsorship Manager | Communications and Marketing | Public Programs
megan.scott@awm.gov.au | t 02 6243 4392 | f 02 6243 4585
Australian War Memorial | GPO Box 345 Canberra ACT 2601

From: procurement
Sent: Wednesday, 7 April 2021 10:23 AM
To: Clare Heffernan
Cc: Megan Scott; Anne Bennie
Subject: AWM000658 - Grant - LMA - AWM Veteran Podcast Series

Morning Clare et al

After discussion with Anne in regards to the risks of signing this letter and noting the small amendment that was made prior to previously signing. I'm ok for this to move ahead.

Previous version is located here for reference: http://sp.awm.gov.au/CSFIN/Cont/_layouts/DocIdRedir.aspx?ID=FINA-5-19859

Thanks

Matt

From: Anne Bennie
Sent: Tuesday, 6 April 2021 4:23 PM
To: Clare Heffernan
Cc: procurement; Megan Scott
Subject: FW: LMA Grant - AWM Veteran Podcast Series

Clare, can you fill in details with the amount being AUD$120,000

Matthew FYI, please confirm comfort with the contents

Regards,

Anne

From: Fc-EO, LMA-Sponsorships [redacted] s22
Sent: Tuesday, 6 April 2021 8:17 AM
To: Anne Bennie
Subject: RE: LMA Grant - AWM Veteran Podcast Series

Good Morning Anne,

Attached is a draft of the compliance certificate that needs to be filled, signed and returned to us before we can process the payment for this sponsorship request.

Please let me know if you have any questions. Thank you.

Yours sincerely,
Emily Dove

Administrative Support Sr
Lockheed Martin Australia
8 Brisbane Avenue, BARTON, ACT 2600
PO BOX 4714, Kingston ACT 2604
Phone: (02)-6150 6500

From: Anne Bennie <Anne.Bennie@awm.gov.au>
Sent: Thursday, 1 April 2021 09:37
To: Scully, Michelle M (AU) <[redacted]>; Thompson, Scott 1 (AU) <[redacted]>; s22
Dove, Emily L (AU) <[redacted]
Cc: Clare Heffernan <Clare.Heffernan@awm.gov.au>; Bleich, Bianca 1 (AU) <[redacted]
Subject: EXTERNAL: RE: LMA Grant - AWM Veteran Podcast Series

Thanks Michelle –appreciated.
Hope you get a break over Easter !

Regards,

Anne

From: Scully, Michelle M [[redacted]
Sent: Tuesday, 30 March 2021 3:53 PM
To: Anne Bennie; Thompson, Scott 1; Dove, Emily L
Cc: Clare Heffernan; Bleich, Bianca 1
Subject: RE: LMA Grant - AWM Veteran Podcast Series

Hi Anne,

I hope you are well. Can I ask Clare to work with Bianca to find a date and time that suits both you, Scott and me for after Easter?

Separately, Emily will be in touch with you to provide the necessary compliance paperwork that needs to be completed prior to us paying the invoice. We can get that in train before we meet post Easter.

Regards,

Michelle

From: Anne Bennie <Anne.Bennie@awm.gov.au>
Sent: Tuesday, 30 March 2021 9:36 AM
To: Thompson, Scott 1 (AU) <[redacted]>; Scully, Michelle M (AU) <[redacted]>
Cc: Clare Heffernan <Clare.Heffernan@awm.gov.au>
Subject: EXTERNAL: RE: LMA Grant - AWM Veteran Podcast Series

Good morning Scott and Michelle,

Can I suggest we find time for a quick 15 minute phone update on the veterans podcast project post Easter ? Am sure the administration aspects can also be covered off then also.

Regards,

Anne

From: Anne Bennie
Sent: Friday, 26 February 2021 9:44 AM
To: Thompson, Scott 1; [redacted] s22
Subject: FW: LMA Grant - AWM Veteran Podcast Series

Morning Scott and Michelle,

My apologies to hound you, but further to my email below, if you can advise a POC for the grant information and AWM invoice, that would be very much appreciated.

Regards,

Anne

From: Anne Bennie
Sent: Tuesday, 16 February 2021 4:36 PM
To: [redacted]
Cc: Megan Scott; '[redacted]
Subject: LMA Grant - AWM Veteran Podcast Series

Hi Michelle,

Hope your start to 2021 is simply exceptional.

I am following up on your confirmation in Sept 2020 of LMA's financial support for the proposed veteran podcast series.

The Memorial hasn't yet received any grant documentation and do need to issue the invoice for this project to be delivered this year.
Can you please advise the status ?

Regards,

Anne

Anne Bennie
Assistant Director, Branch Head Public Programs
anne.bennie@awm.gov.au | t 02 6243 4285
Australian War Memorial | GPO Box 345 Canberra ACT 2601 | www.awm.gov.au

Leanne Patterson

From: Megan Scott
Sent: Tuesday, 20 April 2021 9:17 AM
To: procurement
Cc: Jeremy Marples
Subject: RE: Draft LMA podcast sponsorship contract

Categories: Matt

Thanks Matt,

Is it also possible to add our own contract number to this documentation so that it can be consistently found across Sharepoint etc.

I'm trying to be far more consistent in our approach with sponsorship contracts, grants etc and would like to ensure that every partnership (individual or corporate) generated a contract and relevant contract number rather than some just being email agreements.

http://sp.awm.gov.au/EXEC/FR/PShips/Active%20corporate%20partnerships/Lockheed%20Martin/Contracts%20and%20MOU/LMA%20-%20AWM%202021%20Sponsorship%20Agreement.docx

Thanks,
Megan

Megan Scott
Marketing and Sponsorship Manager | Communications and Marketing | Public Programs
megan.scott@awm.gov.au | t 02 6243 4392 | f 02 6243 4585
Australian War Memorial | GPO Box 345 Canberra ACT 2601

From: procurement
Sent: Tuesday, 20 April 2021 8:00 AM
To: Megan Scott
Subject: RE: Draft LMA podcast sponsorship contract

Hi Megan

Sorry forgot to mention that portion

The term 'Event' is defined as the delivery of a "6 set podcast series" in the first section, and future references to that delivery are just refered to as the event. I did also speak with Jeremy and we agreed we didn't mind much what the defined term was as long as it was clear that it was refering to the delivery of the series. And in my reading I was happy that was the case.

Thanks

Matt

From: Megan Scott
Sent: Monday, 19 April 2021 4:02 PM
To: procurement
Cc: Jeremy Marples
Subject: RE: Draft LMA podcast sponsorship contract

Thanks Matt,

I had included a comment about the use of the term 'Event' and whether it was appropriate/relevant in this contract. Technically we're not delivering an 'event' for LMA more a 'product' so was hoping for some advice re this.

Thanks,
Megan

Megan Scott
Marketing and Sponsorship Manager | Communications and Marketing | Public Programs
megan.scott@awm.gov.au | t 02 6243 4392 | f 02 6243 4585
Australian War Memorial | GPO Box 345 Canberra ACT 2601

From: procurement
Sent: Monday, 19 April 2021 3:29 PM
To: Megan Scott
Subject: RE: Draft LMA podcast sponsorship contract

Hi Megan

Im happy with the agreement now, I think the only thing that may come up is if they want the amount listed in US$ instead, but that's no issue to us.

Thanks

Matt

From: Megan Scott
Sent: Monday, 19 April 2021 1:32 PM
To: Jeremy Marples
Subject: Draft LMA podcast sponsorship contract

Hi Jeremy,

The AWM received this draft sponsorship agreement from Lockheed Martin Australia to finalise. This is based on this sponsorship agreement for a veteran podcast series – Opportunity 2
- http://sp.awm.gov.au/EXEC/FR/PShips/Active%20corporate%20partnerships/Lockheed%20Martin/Reports%20and%20proposals/2020/Lockheed%20Martin%20Australia%20September%202020.pdf

Can you please review this agreement – section highlighted in yellow are bits I've added to the doc.

http://sp.awm.gov.au/EXEC/FR/PShips/Active%20corporate%20partnerships/Lockheed%20Martin/Contracts%20and%20MOU/LMA%20-%20AWM%202021%20Sponsorship%20Agreement.docx

Thanks,
Megan

Megan Scott
Marketing and Sponsorship Manager | Communications and Marketing | Public Programs
megan.scott@awm.gov.au | t 02 6243 4392 | f 02 6243 4585
Australian War Memorial | GPO Box 345 Canberra ACT 2601

Leanne Patterson

From: procurement
Sent: Friday, 6 April 2018 10:48 AM
To: Megan Scott
Cc: procurement
Subject: RE: EXTERNAL: RE: Lockheed Martin Australia Partnership

Categories: Business Area to respond

Hi Megan,

I've made one small deletion in track changes and two comments for your consideration.

Kind regards,

Kirra

Kirra Morales
Procurement Officer | Finance
kirra.morales@awm.gov.au | t 02 6243 4502 Australian War Memorial | GPO Box 345 Canberra ACT 2601 | www.awm.gov.au

-----Original Message-----
From: Megan Scott
Sent: Thursday, 5 April 2018 3:15 PM
To: procurement
Subject: FW: EXTERNAL: RE: Lockheed Martin Australia Partnership

Hi Kirra and Scott,

Link below to the Lockheed Grant Agreement. Anne has requested we please all review this. Can you please review and track feedback in this document. Please let me know when you've reviewed.

http://sp.awm.gov.au/PPCAMS/Admin/Sponsorship%20and%20Fundraising/Lockheed%20Martin%20Partnership%20Proposal/AWM_Grant%20Award%20Agreement_March2018_FINAL.docx

Thanks,
Megan

Megan Scott
Manager, Marketing & Sponsorship | Public Programs megan.scott@awm.gov.au | t 02 6243 4392 | f 02 6243 4585
Australian War Memorial | GPO Box 345 Canberra ACT 2601

-----Original Message-----
From: Anne Bennie
Sent: Thursday, 5 April 2018 1:06 PM
To: Megan Scott
Subject: FW: EXTERNAL: RE: Lockheed Martin Australia Partnership

Megan,

I have forwarded invoice to LMA and have received the final agreement ready for our signature - attached.
Can you/procurement review and I will also. Very straightforward from memory.

Regards,

Anne

Australian War Memorial Values and Behaviours

AUTHENTIC

We are genuine in our dealings with ourselves and others

We are open and honest in our words and actions

We are accountable and transparent in our decision making

We trust each other and embrace diversity

We act with integrity and invite questions

We are sincere and thoughtful in our work

CARING

We care about each other, the work we do and those we connect with

We prioritise physical, emotional and cultural safety in our actions and decision making

We approach others with compassion, kindness and respect

We create safe spaces for discussion and exchange of views

We hold each other accountable and address unacceptable behaviour

We acknowledge positive behaviour that is aligned with our values

RESOURCEFUL

We value and invest in our people, and encourage ingenuity

We encourage creative thinking, innovation and agility

We share knowledge and skill, and seek expertise

We invite constructive feedback and learn from our mistakes

We work to remove unnecessary barriers and strive to continually improve

We direct our talents and capabilities to priority issues and critical problem solving

COLLABORATIVE

We listen, seek to understand and work together to optimise outcomes

We work as a team and value the exchange of ideas

We consult with those affected by our decisions and actions

We acknowledge differing perspectives and connect with empathy and understanding

We embrace and support diversity and inclusion

We seek and support mutually beneficial partnerships

We recognise that care of the collection is a collaborative effort

FORWARD LOOKING

We respect and learn from history, take pride in our work, and focus on the future

We respond to our changing environment and practise resilience

We help each other grow and seek opportunity in challenges

We initiate and participate in critical conversations

We plan for and build a sustainable future

Australian War Memorial

DIRECTOR'S INSTRUCTIONS (ADMINISTRATIVE) 5.3

**(Revised November 2008
Reviewed October 2012)**

ACKNOWLEDGEMENT OF MEMORIAL SPONSORS

INTRODUCTION

This policy gives direction to the Memorial and guidance to the AWM ANZAC Foundation (Foundation) on public acknowledgment of Memorial sponsors. Sponsors include organisations and individuals who donate funds and/or goods and services. Sponsors may ask for donations to be tied to a particular project or be available for general Memorial use.

INSTRUCTIONS

Forms of acknowledgment

Acknowledgment, pertaining to agreements, includes recognition:

- within the Memorial building and surrounds;
- through promotional media material, gallery guides and educational resource material;
- on the Memorial's website, interactive and multi-media displays; and
- of categories of members at functions and ceremonies, in access to Memorial facilities, and opportunities for VIP tours, including special guests.

Principles

The following principles apply:

- The good name and long-term interests of the Memorial are paramount.
- Account will be taken of Government policies and community sensitivities.
- The nature of acknowledgment will be related directly to the monetary value of the gift.
- The Director will approve presentation of acknowledgments. The style of panels, plaques and captions will be dignified and discreet, in sympathy with the architecture of the Memorial, and in line with guidelines for gallery signage. The style is not to echo the Roll of Honour. No acknowledgments will be made in the Commemorative Area or entrance foyer, except for acknowledgment of the gas industry regarding the Eternal Flame.
- Sponsors must give specific approval for their recognition at the Memorial.

Tied and untied sponsorship

Sponsorships may be:

- tied for use in particular exhibits and exhibitions for a given period;

- made available to stage a particular event; or
- preferably available for general purposes, allowing more flexible use.

To facilitate fund-raising, potential donors of untied gifts may be offered public association with selected galleries, exhibits or events for an agreed number of years, commensurate with the value of their gift.

Forms of recognition
Public acknowledgment at the Memorial will be made for a gift of at least $20,000 over five years or less. Recognition will continue for the period of sponsorship, generally five years maximum.

Donors on or above this threshold will be entitled to listing on the Donor Board in the Orientation Gallery. Donors will be grouped by applicable AWM membership category. Use of company logo on the panel is not permitted.

Donors may have their gifts acknowledged in or near the relevant gallery or exhibit. Prominence of recognition will depend on size of the gift. It will vary from a poster size wall panel to small panels or captions on or near exhibits, or incorporated into multi-media displays. Acknowledgments may include a dignified and discreet company logo.

Notwithstanding the above, Council may determine at its discretion that an individual, family or organisation may be acknowledged appropriately in another format at the Memorial. Gifts from ex-Service organisations or unit associations well below the $20,000 threshold may be acknowledged with small plaques or captions, eg. on seats donated.

Sponsorship or donor recognition will not generally be associated with individual or groups of collection items with the exception of Victoria Cross and George Cross medals. In special circumstances the Director may approve other exceptions.

Sponsors/Donors will be recorded in the Memorial's CRM Raiser's Edge and will be entitled to invitations to special events and ceremonies, as well as publications of note.

Form of wording
Core wording of public statements recognising sponsorship will be along the lines:

> "In recognition of the (ABC) Company's substantial contribution to the redevelopment of the Galleries, the Memorial gratefully acknowledges the company's association with the (XYZ) Gallery/Exhibition."
>
> "(ABC) is gratefully acknowledged for their contribution towards (XYZ)"

RESPONSIBILITY
ADPP is responsible for ensuring this Instruction is implemented with the consultation and assistance from the Communications and Marketing team, maintained and reviewed.

References
AWM Business Plan
Gallery Master Plan
Exhibition Development Policy
Travelling Exhibitions Policy

Australian War Memorial

DIRECTOR'S INSTRUCTIONS (ADMINISTRATIVE) 4.6

(Reviewed August 2018)

CODE OF ETHICS
RELATING TO THE NATIONAL COLLECTION

INTRODUCTION

This Code is designed to safeguard the National Collection by establishing a protocol for all staff associated with it. The Code of Ethics is based on the APS Code of Conduct, which requires staff to maintain the highest ethical standards and to avoid conflict of interest or unfair advantage. It also draws on the *Code of Ethics for Art, History and Science Museums* (Museums Australia Inc 1999) and the ICOM *Code of Ethics for Museums*.

Staff requiring clarification on any issue concerning the Code should refer to their Section Head and, if necessary, their Branch Head.

The following instructions apply to all employees, contractors, volunteers and Council members (in these guidelines, referred to as 'staff') who have dealings with the National Collection. Any requests for exemptions from these Guidelines for exceptional circumstances must be approved by the Director.

INSTRUCTIONS

To ensure no real or perceived conflict of interest arises, no staff may compete with the Memorial for objects, or may take advantage of privileged information received because of his or her position.

<u>Acquisition, purchase, disposal and private use of collection items</u>
All engaged in Memorial work must ensure that:

- approved centralised acquisition, purchase and disposal procedures are implemented and maintained for all collection items;
- they, their family members and close associates do not directly purchase items de-accessioned from the collection;
- no item from the collection is appropriated, even temporarily, for personal use without the timely prior approval in writing of the Assistant Director, National Collection;
- subject to legal obligations and relevant collection development negotiations, appropriate confidentiality on Memorial intentions for acquisition and disposal of collection items must be rigorously observed; and
- all acquisitions, purchases and disposals obtain adequate documented approvals in accordance with the Acquisitions and Disposals Policy DI(A)4.01.

Staff responsibility for the collection

Memorial personnel must ensure all items accepted temporarily or permanently by the Memorial are accurately documented according to documentation guidelines to facilitate identification and location. All acquisition candidates should be assessed in accordance with the Acquisitions and Disposals Policy DI(A)4.01 and the Collection Development Plan.

Staff responsibility for researching due diligence

In April 2014, the Council of Australian Museum Directors, the Council of the Australian Art Museum Directors, ICOM Australia and Museums Australia released a common position statement clarifying due diligence standards, the need for clear acquisition policies and the crucial work on thorough provenance checking required when developing museum collections. Staff should familiarise themselves with the position statement and the Code of Ethics from Museums Australia and ICOM as well as the Acquisitions and Disposals Director's Instruction (DI(A) 4.01 as a basis for their everyday work and when conducting duties in assessing and accessioning items into the National Collection.

Treatment of collection material

The Memorial is responsible for the care and preservation of original collection material and to uphold the importance of the original item as a historical record. The Memorial also acknowledges that requests are received to alter (colourisation, cropping, manipulation and forms of restoration) film and photographs for use in commercial and non-commercial projects.

The Memorial will maintain the original material in its intended state and will consider third party requests to alter, manipulate or colourise copies on a case by case basis. Internal requests to alter collection material for Memorial purposes should also be considered on a case by case basis. Requests must be approved by the Assistant Director, National Collection.

If approved, staff must ensure:

- that the material is not misrepresented. The viewer must be aware that the altered version is an artistic rendition of the original material;
- that approval for external colourisation or alteration requests does not include any endorsement for the project nor the historical accuracy of the colourisation;
- that specific credit acknowledgement that the material shown is an artistic rendition along with the maker and AWM accession number;
- that approval is provided for the named project only and cannot be re-used for subsequent projects;
- that the Memorial's standard Terms and Conditions for use remain; and
- approval does not apply to items with copyright restrictions until copyright owner is notified and approval is granted (in writing).

Private dealing

No staff should participate directly or indirectly in any dealing (buying or selling) in material which might constitute a conflict of interest with the Memorial's Collection.

Private collections

It is important that staff demonstrate ethical behaviour at all times concerning private collections. The Memorial recognises that some staff may have private collections

and that this may be regarded as a valuable way of enhancing professional knowledge and judgement.

No staff member will compete with the Memorial for collection items, or take advantage of privileged information received because of his or her position. Should a conflict of interest develop between an individual and the Memorial, the interests of the Memorial must prevail. In general, items must not be purchased by the Memorial from a staff member's private collection. Cases for exceptional circumstances must be approved by the Director.

With this in mind, staff must:

- when first appointed, or when collecting for private collections, formally declare such interests to their Section Head through the completion of a 'Disclosure of Private Interest' form, to be lodged with the Human Resources section;
- be made aware of their responsibilities in relation to Collection ethics by the relevant Section Head and through independent review of the documents listed in the References of this DI;
- not trade in material which parallels the Memorial's collection;
- avoid any conflict of interest which may arise or be perceived to arise in making additions to private collections. The relevant Section Head will be able to give advice as to what might constitute conflict of interest with respect to specific individual's private collections. Before making any addition to private collections either by purchase, donation or collecting, which might constitute a conflict of interest, the item must first be offered to the Memorial. Additions to personal collections which may be perceived as constituting a conflict of interest require the approval of the Director; and
- staff may still donate inherited family items to the Memorial and claim this under the Cultural Gifts Tax Incentive scheme.

These requirements relating to private collections do not relate to family material concerning involvement in war or personal libraries which may be used for professional purposes.

Professional services

Fees for professional services provided by staff on behalf of the Memorial in the course of their normal duties and making use of material related to Memorial activities, are to be retained by the Memorial, even if the services are provided out of hours. The Memorial may subsequently offer payment to the staff member for appropriate out-of-pocket expenses.

Professional valuations

Memorial personnel must not undertake paid or unpaid professional valuation or consulting services related to Memorial collection items for external individuals, or public and private organisations without prior approval by the Director. At all times care must be taken to ensure that no real or perceived conflict of interest can arise.

Outside work

Staff should take great care to ensure that any outside employment they might undertake involves no conflict with the interest of the Memorial or compromise to any personal and institutional ethical principles. In undertaking any work of a private nature, staff must ensure that it does not adversely affect the performance of their official duties.

It is recognised that staff may from time to time be invited to participate, in their own time, in activities which draw on their professional expertise. In these circumstances, fees (including gifts) for services provided entirely in private time, and not drawing significantly on material related to Memorial duties, may be retained with the agreement of the appropriate Assistant Director. Approval will be considered on a case-by-case basis once absence of conflict of interest has been established.

RESPONSIBILITY

ADNC is responsible for ensuring this Instruction is implemented, maintained and reviewed.

References

Code of Ethics for Art, History and Science Museums (Museums Australia Inc 1999) at www.museumsaustralia.org.au/strucuture/maethics
ICOM Code of Ethics for Museums (revised 2014) http://icom.museum/the-vision/code-of-ethics/
Joint statement made by CAMD, CAAMD, ICOM Australian and Museums Australia on 3 April 2014 https://www.museumsaustralia.org.au/resources/statement-by-the-council-of-australasian-museum-directors-council-of-australian-art-museum
Protection of Cultural Objects on Loan Act 2013
https://www.legislation.gov.au/Details/C2013A00012
APS Values and Code of Conduct, Australian Public Service Commission.
AWM Collection Development Plan
Spending and Managing Memorial Money DI Financial No. 5.
Fraud Control Plan
AWM Service Charter
Acquisition and Disposal Policy DI(A) 4.01
Inward and Outwards Loans Policies DI(A) 4.02 and DI(A) 4.03