

EXAMPLE ONLY

CONFIDENT GIRLS FOUNDATION FUNDING AGREEMENT

Parties

This Confident Girls Foundation Funding Agreement (**Agreement**) is between:

The Confident Girls Foundation, ABN 62 614 643 882, of 191 Johnston St, Fitzroy VIC 3065

and

Your organisation's name, ABN, and ADDRESS (Recipient)

1. Duration of the Agreement

- a) This Agreement will commence once signed and executed and will continue until **< >** unless otherwise terminated or extended in accordance with this Agreement.

2. Funding

- a) The Confident Girls Foundation will:
- i) pay the Recipient the minimum grant of \$ _____ **x** for the Purposes outlined in the Recipient's Grant Application in Schedule 1 (**Application**).
- b) The Recipient will:
- i) expend the funds paid under this Agreement only for the purpose as outlined in the Application.
 - ii) Expend the funds paid under this Agreement within 12 months of the executed Agreement. Any funds unused for the purpose as outlined in the Application within this timeframe need to be returned to the Confident Girls Foundation unless otherwise agreed by the Confident Girls Foundation.
 - iii) assist and obtain permission (where required) to collect images, videos, stories and other promotion material for use by the Confident Girls Foundation.

3. Records and Reporting

- a) The Recipient will maintain a record of their performance under this Agreement including:
- i) Acquittal;
 - ii) Program Report; and
 - iii) Social Impact Data Collection.

4. Termination

- a) The Confident Girls Foundation or the Recipient may terminate this Agreement immediately by giving written notice to each other party, if a party:
- i) breaches a material term of this Agreement and where the breach is capable of being remedied, does not rectify that breach within 14 days of being requested in writing to do so;
 - ii) commits a material breach of this Agreement which is not remediable; or

- iii) goes into liquidation, has a receiver, manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts when they fall due.
- b) The Confident Girls Foundation may terminate this Agreement immediately by giving written notice to the Recipient where there has been a Change of Control of the Recipient and the Confident Girls Foundation's prior written consent has not been obtained.
- c) If this Agreement is terminated by the Confident Girls Foundation under clauses 5(a) or 5(b), the Recipient must refund to Confident Girls Foundation within 14 days of the termination date, any portion of the Funding that has been paid that relates to the remainder of the Term.
- d) If this Agreement is terminated by the Recipient pursuant to clause 5(a), the Confident Girls Foundation must pay the Recipient that proportion of the Funding that has not been paid that is attributable to the period of the Agreement up to the termination date.
- e) Confident Girls Foundation or the Recipient may terminate this Agreement for any reason by giving at least 30 days' written notice to each other party.

5. Intellectual property and use of logos

- a) The Confident Girls Foundation retains ownership of the Confident Girls Foundation name, logo and trademarks, any other intellectual property made available by or developed by Confident Girls Foundation in connection with this Agreement (**Confident Girls Foundation IP**).
- b) The Confident Girls Foundation licences the Recipient to use Confident Girls Foundation IP solely in connection with the performance of the activities contemplated in this Agreement.
- c) The Recipient retains ownership of any pre-existing IP made available by the Recipient in connection with the activities contemplated in this Agreement (**Background IP**).
- d) The Recipient licenses the Confident Girls Foundation on a non-exclusive, royalty free, perpetual basis to use the Background IP in connection with the Services, and for such other purposes as may be approved in writing by the Recipient from time to time.
- e) The Recipient will own all IP in any new materials developed by the Recipient in connection with this Agreement (Agreement IP). The Recipient licenses to the Confident Girls Foundation on a non-exclusive, royalty free, perpetual basis to use the Agreement IP for promotional and publicity purposes, as well as its internal business purposes.

6. Privacy

The Recipient must comply with all applicable privacy laws (including the Privacy Act 1988 (Cth)) as may be in force from time to time which regulate the collection, storage, use and disclosure of personal information.

7. Liabilities, indemnities and insurance

- a) The Confident Girls Foundation will not be liable in contract, tort (including negligence) or otherwise to the Recipient or any third party, in respect of any loss, damage, cost or expense, whether direct or indirect or consequential (including loss of profits, loss of

revenue, loss of business opportunities or damage to goodwill) arising out of, or in connection with, any of its obligations under this Agreement or the Confident Girls Foundation being a party to this Agreement, unless the loss, damage, cost, or expense was directly caused by the Confident Girl's Foundation fraud or wilful misconduct.

- b) the Recipient indemnify and will keep the Confident Girls Foundation (and its officers) indemnified, against any loss or liability suffered by the Confident Girls Foundation as a result of:
 - i) the Confident Girls Foundation being a party to this Agreement; or
 - ii) any breach by the Recipient of its obligations under this Agreement, except to the extent that such liability or loss was caused by the negligence of the Confident Girls Foundation.
- c) The Recipient must hold and maintain the insurances specified by the Foundation, including Public liability insurance and/or Property insurance (on an occurrence basis) of not less than AUD\$1 million per event for the duration of the Term. The Recipient must provide evidence of currency to the Foundation on request.

8. Confidentiality

- a) The parties agree to keep confidential at all times and not disclose to any third party, except if required by law:
 - i) the terms of this Agreement;
 - ii) any information about another party that is not in the public domain that such other party does not wish to be disclosed;
 - iii) any dispute between the parties (except to any court or person responsible for resolving a dispute).
- b) Clause 9(a) does not prevent a party disclosing the existence of this Agreement or relying upon this document for the purpose of enforcing its terms.
- c) The obligations under this clause will continue after the Term of this Agreement but do not apply to information which is lawfully in the public domain.

9. Force majeure

- a) No party will be liable to any other party, nor be in default under the terms of this Agreement for failure to observe or perform any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by the party in question including, acts of God, war, acts of terrorism, extreme weather conditions, floods, earthquakes, fire and industrial disputes (Force Majeure Event), provided that the party relying on this clause gives to each other party prompt notice of its inability to observe or perform the provisions of this Agreement and full details of the Force Majeure Event.

10. Disputes

- a) The parties agree to attempt to resolve any dispute between them:
 - i) first, by good faith negotiation;
 - ii) if after 7 days those negotiations have not been successful, the parties agree to attempt to resolve any dispute by mediation;
 - iii) if the dispute is not resolved within 28 days of a mediator being appointed, a party may commence court or arbitration proceedings.

- b) The parties agree to attempt to agree on the identity of a mediator. If no agreement can be reached in 7 days, the parties will request the Australian Commercial Dispute Centre appoint a mediator.
- c) Nothing in this clause prevents a party seeking urgent interlocutory relief or terminating this Agreement.

11. Standards of performance

- a) The Recipient must, and must ensure that each person involved in performing the activities contemplated in this Agreement:
 - i) is suitably skilled, qualified and experienced to provide the activities contemplated in this Agreement;
 - ii) acts with due care and skill in performing the activities contemplated in this Agreement;
 - iii) complies with applicable Confident Girls Foundation policies and procedures, as advised to the Recipient from time to time;
 - iv) meets any additional requirements specified in this Agreement;
 - v) holds all licences, professional registrations and qualifications required to perform the activities contemplated by this Agreement (including Working with Children Checks and Police Checks);
 - vi) complies with all applicable laws; and
 - vii) acts in a manner which is consistent with the maintenance of the image, goodwill, name and reputation of the Confident Girls Foundation and Netball Australia.
- b) The Recipient must notify the Foundation as soon as possible after the Recipient becomes aware of a change in circumstances that may affect the Recipient's ability to perform the activities contemplated in this Agreement; and
- c) The Recipient's personnel remain the Recipient's employees at all times and the Recipient is solely responsible for meeting all employment related obligations, including payment of salary, wages, superannuation, and taxation.

12. Conflict of Interest

- a) The Recipient will advise the Confident Girls Foundation as soon as reasonably practicable if the Recipient becomes aware of any actual or potential conflict between its own interests and duties (or those of its personnel) and the Foundation's interests and duties. If the Foundation considers that the conflict cannot be avoided or managed to the Foundation's reasonable satisfaction, the Foundation may terminate this agreement by written notice to the Recipient.

13. Amendment

- a) The terms of this Agreement may only be varied or replaced by agreement in writing of both parties.

14. Entire understanding

- a) This Agreement contains the entire understanding between the parties as to the subject matter contained in it. No party can rely on an earlier Agreement, or on anything said or done by another party (or a director, officer, agent or employee of that party) before this Agreement was executed.

15. Assignment and sub-contracting

- a) The Recipient must not sub-contract its obligations under this agreement to any third party without the Confident Girls Foundation's prior written consent. The Recipient will not as a result of any sub-contracting arrangement be relieved from the performance of any obligation under this agreement and will be responsible and liable for all acts and omissions of a sub-contractor.

16. Governing law and jurisdiction

- a) This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

EXECUTED AS AN AGREEMENT

Name: Position: For and on behalf of the Confident Girls Foundation	Name: Position: For and on behalf of The Recipient
Date:	Date:

Schedule 1: Recipient's Grant Application

[insert Recipient's grant application here]

SAMPLE

VISION

All Australian girls have the opportunity to become Confident Women!

MISSION

To provide opportunities for vulnerable Australian girls to thrive through netball.