**Auspicing Agreement**

1. **PARTIES**:

1.1 YOUR NEIGHBOURHOOD HOUSE (ABN 00 000 000 000) of YOUR ADDRESS, VIC, 0000, a registered charity incorporated under the *Associations Incorporation Reform Act 2012* (Vic) endorsed as a tax concession charity which is exempt from income tax (the “Auspicing Body” or “Auspicor”); and

1.2. The representative of GROUP NAME OR ACTIVITY I.E LOCATION MEN’S SHED, Full name and home address of the person representing the group. Include other participants if there are more than one. (The “Auspiced Party” or “Auspicee”).

2. **RECITALS:**

2.1 At the Auspiced Party’s request, the Auspicing Body has offered to auspice the Project/Group/Activity (PGA) and, if appropriate and requested, apply to small grant funding bodies in consultation with the Auspiced Party for co-operative implementation of the PGA in accordance with this agreement.

2.2 The Auspiced Party intends on carrying out the following activities under the Auspice agreement: List of activities

2.3 The Auspicing Body has reviewed and agreed to the proposed activities and believes the activities as proposed fall within its constituted purposes. Alternately, where the activities are not specifically within the stated purposes, the Auspicing Body is satisfied that they in no way detract or subvert from the constituted purposes of the organisation.

3. **TERM OF AGREEMENT**:

3.1 This Auspice Agreement commences on the date on which it is executed by both parties and continues until compliance with the last date of acquittal for any funding secured for the Project, upon the expiry of **18** months from the commencement date, or until it is otherwise terminated in accordance with this agreement, whichever comes first.

3.2 The parties may extend the agreement by consent for whatever period is considered necessary, but the extension must be confirmed in writing.

4. **THE PROJECT/GROUP/ACTIVITY**

4.1 The Project, group, or activity (PGA) referred to in this agreement, is a PGA designed by or for the Auspiced Party that aims to ENTER description of activities and target beneficiaries. Details of the Project’s Implementation Plan and Project Budget, if relevant, are provided in Annexure A.

4.2 The parties agree to carry out their respective additional responsibilities for the PGA as specified in the Implementation Plan and to comply with the Project Budget in doing so.

4.3 The parties warrant that:

4.3.1 They will comply with the law in discharging their obligations under this agreement for the effective administration and implementation of the PGA; and

4.3.2 That each has the necessary qualifications, skills, expertise, and experience to achieve the Implementation Plan and to do so in compliance with the Project Budget.

5. **AUSPICING FEE**

5.1 In consideration of the services provided by the Auspicing Body under this agreement, the Auspiced Party agrees that the Auspicing Body may deduct an Auspicing Fee of Enter a fee amount or structure or agree that there will be no fee listed in the Project Budget of Annexure A or from other funding made for the PGA for which an application process was required.

6. **FINANCIAL ADMINISTRATION**

6.1 In consideration of the Auspicing Fee specified in this agreement, the Auspicing Body agrees to receive and hold funds in a separate bank account established specifically for the financial accountability and administration of the Project and to distribute and apply funds. Alternatively, and on agreement with the Auspiced Party, funds will be tracked via management accounts rather than creating a separate bank account reducing associated fees, charges, and costs.

6.2 The Auspicing Body agrees to pay the Auspiced Party, less the Auspicing Fee, funds secured for the PGA on the production of accounts and receipts for reasonably incurred expenses within the scope of the PGA Budget of Annexure A.

6.3 The parties agree to comply with, and enable the compliance of, all financial accountability requirements of grant funding or any additional sources of funding secured for the PGA.

6.4 For 12 months after the end of this agreement, a party must permit access to its accounts and records, relating wholly or in part to the PGA, and to any of its offices or buildings where that information may be held, to the other party and its duly authorised agents and employees, for the purpose of verifying the income and expenditures of the PGA and to take copies of all such information.

7. **OBLIGATIONS OF AUSPICING BODY**

7.1 The Auspicing Body will:

7.2 Be the applicant in all applications for grant funding, contract directly with funding bodies for the receipt of grant funding, and comply with all grant funding contractual obligations, including the provision of progress reports, final reports, and financial acquittal documentation;

7.3 Be the entity that will accept all grant funding and other sources of funding for the Project and administer the funding in accordance with this agreement;

7.4 Disburse grant funding and other sources of funds to the Auspiced Party in accordance with this agreement and not unreasonably withhold funding from the Auspiced Party for the implementation of the PGA;

7.5 Provide the Auspiced Party with an itemised financial statement on expiry or termination of the agreement which clearly identifies how grant funding and other sources of funds were spent for the benefit of the PGA;

7.6 Contribute to implementation of the PGA as specified in the Implementation Plan of Annexure A, including:

8. **OBLIGATIONS OF AUSPICED PARTY**

8.1 The Auspiced Party acknowledges that this agreement does not create any relationship of employment between the parties.

8.2 The Auspiced Party will:

8.3 Not deal directly with grant funding bodies for the receipt of grant funding for the PGA unless agreed to in the Implementation Plan of Annexure A;

8.4 Provide sufficient information and take all reasonable steps to enable the Auspicing Body to comply with all grant funding contractual obligations, including the provision of progress reports, final reports, and financial acquittal documentation;

8.5 Accept grant funding and other sources of funds from the Auspiced Body in accordance with this agreement and provide accounts and receipts for all expenditure on at least a fortnightly basis for financial accountability of the PGA and the generation of accurate itemised financial statements regarding expenditure and acquittal documentation;

8.6 Provide Tax Invoices for payment at least 7 days before the payment due date stated in the Tax Invoice;

8.7 Not seek petty cash disbursements from the Auspicing Body in excess of $500.00 at any one time or request additional petty cash from the Auspicing Body unless any previous petty cash disbursements have been accounted for by the Auspiced Party’s production of valid accounts and receipts.

9. **PERFORMANCE**

9.1 The Auspiced Party must inform the Auspicing Body in writing of proposed changes to the PGA, its Implementation Plan or Project Budget in a timely manner and not alter the PGA, the Implementation Plan or Project Budget without the prior written consent of the Auspicing Body;

9.2 In a timely manner inform the Auspicing Body if it does not have the capacity to undertake the Project or Implementation Plan activities at any time; and

9.3 Not represent in any manner that they are an agent for the Auspicing Body or that they have the capacity to bind the Auspicing Body in any respect.

10. **INSURANCE**

10.1 It is the responsibility of the Auspicing Body to ensure that it has current insurance policies in place with respect to workers compensation, public and products liability, professional liability and personal injury (volunteers) insurance and to provide to the Auspiced Party valid Certificates of Currency for each policy before commencement of the PGA.

10.2 The Auspicing Body must provide a copy of this executed agreement to its insurer, which in most cases will be the Victorian Managed Insurance Authority (VMIA), as per the policy requirements for cover to be extended to an Auspiced Party.

10.3 The Auspiced Party understands that any activity, action or conduct taken by it outside of those activities, actions and conduct described in the PGA Implementation Plan at Annexure A, without prior approval of the Auspicing Body, may not be covered by the Auspicing Body’s insurer.

11. **INTELLECTUAL PROPERTY & CONFIDENTIALITY**

11.1 The parties warrant that anything done by the parties, including the actions of their employees, contractors, or agents, will not infringe the intellectual property rights of any person or breach the privacy of persons participating in the Project.

11.2 Each party will respect the confidentiality of the other party, their operations and administration of the PGA, will keep the terms of this agreement confidential, and make all reasonable effort to guard the reputation and good name of the other party.

11.3 The Auspicing Body acknowledges that the Auspiced Party retains all intellectual property (IP) produced within the operations of the PGA provided the IP produced does not infringe upon the Auspicing Bodies own IP, such as the use of its logo.

12. **TERMINATION & NON-COMPLETION**

12.1 Either party may terminate the agreement in the following circumstances:

12.2 By notice in writing where the other party is more than 4 weeks late in making payment to third parties of reasonably incurred expenses or in reimbursing the amounts of reasonably incurred expenses, or, where receipts and records of expenses incurred have not been provided.

12.3 Immediately if either party is declared bankrupt or insolvent, has a liquidator appointed or goes into voluntarily administration or otherwise.

12.4 If either party is in breach of any of its obligations under clauses 4, 5, 6, 7, 8 or 9 of this agreement. The affected party must give written notification of the breach to the other party who shall have 4 weeks, or such other time as agreed by the Auspiced Party and the Auspicing Body in writing, within which to remedy the breach.

14. **DISPUTE RESOLUTION**

14.1 If a party considers that a dispute exists in connection with the agreement, that party must give the other party a written notice detailing the nature of the dispute (Dispute Notice).

14.2 Within 14 days after service of a Dispute Notice, the nominated representatives of the parties must confer at least once in good faith to attempt to resolve the dispute. Failing such resolution within 14 days of that conference, either party may commence mediation to resolve the dispute by serving notice on the other party and jointly appointing an external mediator.

14.3 If a dispute has not been settled by mediation within 60 days after the mediation commences, either party may discontinue the mediation and, subject to any other terms of this agreement, commence legal proceedings.

14.4 Importantly, this agreement sits outside of member grievance processes outlined in the Auspicing Parties constitution and are not available with regards to the continuance or termination of this agreement as described herein.

15. **ENTIRE AGREEMENT**

15.1 This agreement (together with the annexures and documents referred to in it) constitute the entire agreement between the parties and supersedes previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**EXECUTION OF Auspice Agreement**

By executing this Auspice Agreement, each signatory accepts all its terms and conditions and represents that he or she is duly authorised to sign on behalf of their group or entity. The date of this agreement will be the date it has been executed by both parties.

**AUSPICING BODY**

Signed by (Print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Sign)………………………………………………………

and (Print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Sign)……………………………………………………………….

as authorised representatives for and on behalf of:

NH LEGAL NAME

Witnessed by (Print name)

…………………………………………………………

DATE: ……………………………………………….. (Signature of Witness)………………………………………….

**AUSPICED PARTY**

Signed by:

(Print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Sign)…………………………………………………………..

(Print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Sign)…………………………………………………………..

(Print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Sign)…………………………………………………………..

As the membership of:

PGA Title, an unincorporated association

Witnessed by (Print name)

…………………………………………………………

DATE: ……………………………………………….. (Signature of Witness)………………………………………….