



AUSPICE AGREEMENT

PLEASE READ THE WHOLE OF THIS AGREEMENT CAREFULLY.

Auspisor	Alexandra Community Hub (ABN 93 411 448 690) referred to throughout this Agreement as "Alexandra Community Hub", "ACH" and/or "the Board of Management of ACH"
Auspicee	INSERT Auspicee Name referred to throughout this Agreement as " INSERT Auspicee Name ", and " INSERT AUSPICEE NAME ABBREVIATION "
General funds of the INSERT Auspicee Name:	Funding in the INSERT AUSPICEE NAME ABBREVIATION general funds account, will be referred to in this Agreement as the " INSERT Auspicee Name (INSERT AUSPICEE NAME ABBREVIATION) Funds ", "further funding they may seek" or "Approved Project"
Duration of the Agreement:	Include dates here: Commencement: XXX Renewal date: XXX <i>This agreement would remain valid until revision is required by either party.</i>

Purpose of document

The purpose of this document is to outline a proposed Auspice Arrangement between the Alexandra Community Hub to assume responsibility for the provision of **INSERT Auspicee Name** activities, programs, and grant agreements. The **duration** of the agreement would remain valid until revision is required by either party.

Background

*For example Alexandra Community Hub has had a strong history with **INSERT Auspicee**.*

*Alexandra Community Hub has a strong sense of community and is well recognised as an example of community engagement and connectedness. As a Neighbourhood House, ACH plays a fundamental role in this, and there is strong community support to maintain and strengthen **xxx** activity in the region.*

***INSERT Auspicee Name** is a community group of volunteers. **INSERT AUSPICEE NAME ABBREVIATION** provides a range of opportunities for those interested in developing their **xx** skills and sharing for **xx** practitioners.*

***INSERT AUSPICEE NAME ABBREVIATION** aims to support **xxx** in all its forms and foster the development of **xxx** activity in the region*

Alexandra Community Hub Board
38A Downey Street
Alexandra Victoria 3714

TERMS AND CONDITIONS OF FUNDING

The Agreement detailed above is given on a series of conditions (set out below) which **INSERT AUSPICEE NAME ABBRIEVIATION** must *read, sign and date* to show acceptance.

1. AUSPICE BODY – ROLE OF ALEXANDRA COMMUNITY HUB

Finances

- 1.1 ACH will provide financial administration for **INSERT Auspicee** Name regarding “**INSERT AUSPICEE NAME ABBRIEVIATION** Funds” and any additional funding, this will include:
- 1.1.1 Signing funding agreements on behalf of the **INSERT Auspicee** Name once ACH Board has approved the project as an “Approved Project” of ACH.
 - 1.1.2 Provide a monthly bank statement to the **INSERT Auspicee** Name Group President, once the Treasurer of ACH has approved the balance at each Board of Management monthly meeting.
 - 1.1.3 Create invoices on behalf of **INSERT Auspicee** Name to debtors for services provided by the group, within 14 days of notice in writing given, if the activity is an approved activity by the ACH Board.
 - 1.1.4 Pay from the **INSERT Auspicee** Name account ledger any approved debts owing to creditors, within 14 & 30 days once they are approved by the **INSERT AUSPICEE NAME ABBRIEVIATION** committee. **INSERT AUSPICEE NAME ABBRIEVIATION** must provide an original copy of the invoice to ACH ensuring there are adequate funds to cover this debt.
 - 1.1.5 Complete the final financial report for Acquittals of “**Further funding they may seek**” or “**Approved Projects**”, although there may be a cost incurred to **INSERT AUSPICEE NAME ABBRIEVIATION** regarding the ACH staffing time to complete this task.
 - 1.1.6 Process reimbursements and refunds for general expenses and grants, however this will not occur without the provision of an invoice or receipt.

Fees

- 1.2 ACH will charge an administration fee to the **INSERT Auspicee** Name regarding “**INSERT Auspicee Name Funding**” this will include:
- 1.2.1 A 10% fee at the end of each financial year based on the overall revenue, for the financial administration provided by ACH to administer the “**INSERT Auspicee Name (INSERT AUSPICEE NAME ABBRIEVIATION) Funds**”.
 - 1.2.2 **INSERT Auspicee** Name will also allow for a 10% grants coordination fee for the financial administration provided by ACH to administer all grants applied for.
 - 1.2.3 Negotiate a fee for any “**Further funding they may seek**” or “**Approved Project**”, that the Alexandra Community Hub undertakes on behalf of **INSERT AUSPICEE NAME ABBRIEVIATION** on a case-by-case basis, once approved by the ACH Board.
 - 1.2.4 Costs associated with the utilisation of space in relation to classes and courses will be charged at a community rate.

ACH will provide the following in-kind.

-meeting space for committee meetings, subject to availability

-subject to availability storage space for **INSERT AUSPICEE NAME ABBRIEVIATION** equipment

****Factors in decision making will depend on workload to administer the grant and costs that ACH may incur such as Auditing fees and costs incurred to assist with acquitting funds.***

Liability Insurance

- 1.3 Alexandra Community Hub under the terms of this agreement to provide Liability Insurance to the **INSERT Auspicee** Name, once activities are approved by the Committee of Management of Alexandra Community Hub.
 - 1.3.1 All events, projects, classes, and courses under this agreement need to be approved by the Alexandra Community Hub Board, prior to any advertising or marketing occurring including a commitment to undertake such activities.
 - 1.3.2 This occurs by providing the Alexandra Community Hub Manager/Manager/Coordinator with a brief or any advertising material to present to the Committee on the fourth Thursday of each month (this may be subject to change depending on a quorum), this may include for events, an event management plan or risk assessments.
 - 1.3.3 Each financial year Alexandra Community Hub will provide the committee of **INSERT AUSPICEE NAME ABBRIEVIATION** a copy of their current VMIA insurance policy, that outlines the level of coverage provided.
 - 1.3.4 Liability coverage does not include the personal items of either the class participants or the tutor.

Storage

- 1.4 Alexandra Community Hub agrees to provide a space for **INSERT AUSPICEE NAME ABBRIEVIATION** to store their assets. A full list of assets needs to be provided to ACH for their records, each financial year (1st July).
- 1.5 Access to this storage will only be during House business hours on Monday to Thursday between 9-4pm, unless otherwise prior arranged and a minimum of one weeks' notice is required.
- 1.6 All assets that are removed from the premises **must be signed out** with Reception and an anticipated return date given, including reason for removing.
- 1.7 All keys to storage facilities (cupboards, storage etc) will be kept on site at ACH and opened for classes and courses, or left in a locked key safe for access on weekends or after hours

2. INSERT AUSPICEE NAME OBLIGATIONS

INSERT Auspicee Name (INSERT AUSPICEE NAME ABBRIEVIATION) Funding and Approved Project Funding

- 2.1 **INSERT Auspicee** Name (**INSERT AUSPICEE NAME ABBRIEVIATION**) must:
 - 2.1.1 Ensure Good Governance & ACH with monthly reports/minutes that outlines proposed activities for approval
 - 2.1.2 Comply with any policies of the ACH
 - 2.1.3 Seek approval from ACH to apply for any funding, to run events or activities
 - 2.1.4 Secure or ensure adequate funding for the project or activities it intends to run

- 2.1.5 Use all Funding for the purposes of Approved Projects only; Ensure that the “**INSERT Auspicee Name (INSERT AUSPICEE NAME ABBREVIATION)**” Funding, is spent with the guidelines of any funding body, and where no funding body exists the **INSERT AUSPICEE NAME ABBREVIATION** charter must aligns the values of the Alexandra Community Hub
 - 2.1.6 Agree not to trade insolvent.
 - 2.1.7 Complete any relevant reports, evidencing and acquittals in line with the signed agreement.
 - 2.1.8 Keep records as evidence such as photographs, flyers, and emails for funding acquittals and provide adequate financial documentation to the Manager/Coordinator of ACH, when requested.
 - 2.1.9 Acquire contents insurance for all **INSERT AUSPICEE NAME ABBREVIATION** items.
- 2.2 If “**INSERT Auspicee Name**”, inform ACH that they cannot meet any agreements by the by the agreed dates and deadlines and/or the Completion Date. It is **INSERT AUSPICEE NAME ABBREVIATION**’s responsibility to notify in writing and discuss this with the Coordinator/Manager of ACH.
- 2.3 If “**INSERT Auspicee Name**”, decide to suspend or cease any of the “**INSERT Auspicee Name**”, or any activities in relation to funding agreements, **INSERT AUSPICEE NAME ABBREVIATION** must immediately notify ACH.
- 2.4 If ACH believes that **INSERT AUSPICEE NAME ABBREVIATION** have not used their Funding for the purpose it should have intended, ACH will request a meeting to discuss why this is so.
- 2.5 If “**Alexandra Community Hub**”, enters into an employment arrangement as part of a funding agreement, Alexandra Community Hub agrees to provide Liability for the terms of this agreement, if this is an approved project and authorised by the Board of Management. However, “**INSERT Auspicee Name**”, will comply with any policies and procedures relating to employment at the Alexandra Community Hub.
- 2.6 “**INSERT Auspicee Name**” must comply with all WHS policy and procedures of “**Alexandra Community Hub**”, when facilitating classes and courses, engaging in events, and ensuring risk management frameworks are in place. Including permits and insurance are in place prior to undertaking events, with the approval of the ACH committee.

Acknowledgment of Auspice

- 2.7 **INSERT AUSPICEE NAME ABBREVIATION** must acknowledge ACH’s contribution and support to the “**INSERT Auspicee Name**”, in all promotional and advertising material by using either:
- 3.11.1 logos of the Alexandra Community Hub; or
 - 3.11.2 the phrase “supported by the Alexandra Community Hub”

3. MUTUAL AGREEMENTS

Collaboration

- 3.1 ACH and **INSERT AUSPICEE NAME ABBREVIATION** agree to work in a collaborative and cooperative manner regarding all activities and related grants.

Planning of activities will be done in collaboration to avoid duplication of resources and potential conflict of interest between ACH and **INSERT AUSPICEE NAME ABBRIEVIATION**. This should allow an appropriate timeline for discussion and feedback before programs are locked in.

Quarterly meetings to be set up between ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** to discuss the planning of the programs, activities and grant applications, evaluation of tutors and community's needs and desires.

Communication

3.2 Communication between ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** will be in person or by phone, letter, email or teleconferencing. Both parties agree to treat each other with respect and transparency.

Recognition

3.3 ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** agree to recognise each other in promotional material in relation to the programs and activities

OH&S

3.4 ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** agree to comply with OH&S requirements for all activities

Assets

3.5 Both ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** will seek agreement from the other party before using any of their materials or equipment

Intellectual property

3.6 All material, including reports, brochures, photographs, and artwork produced by ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** remain the property of the respective parties.

Governance

3.7 **INSERT AUSPICEE NAME ABBRIEVIATION** agrees to observe good governance and be governed by well-functioning committee with a structure similar to those used by incorporated bodies. Minutes of all meetings to be available to ACH and **INSERT AUSPICEE NAME ABBRIEVIATION** members.

Confidentiality

3.8 Each party will respect the confidentiality of the other party, their operations and administration. They will not breach the privacy of any persons, families or organisations.

Dispute resolution

3.9 Should any dispute or disagreement occur between two parties, initially resolution should be attempted between both parties and in line with the ACH Dispute Resolution Policy. If no resolution is reached at this meeting, then a mediator may be employed to settle the dispute.

4. GOODS AND SERVICES TAX

4.1 "GST", "GST law" and other terms used in this Agreement, or in this definition have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth of

Australia) as amended, or any replacement or other relevant legislation and regulations, except “GST law” also includes any applicable rulings.

- 4.2 Any amount payable or consideration (as defined for GST purposes) to be provided under, in connection with or as part of this Agreement for a supply is exclusive of GST unless otherwise specifically stated.
- 4.3 To the extent GST is payable on a supply made under or in connection with this Agreement, the party providing the consideration (ACH) for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (the GST Amount).
- 4.4 The House shall only pay the GST amount on purchases upon receipt of a valid tax invoice (that complies with GST law)
- 4.5 The House may withhold GST from the funding if the Australian Business Number is not quoted unless a declaration is provided to the House that states a reason for not quoting an ABN.

5. SPECIAL CONDITIONS

- 5.1 This Agreement will be subject to any specific arrangements outlined in grant annexure or funding agreements with individual funding bodies, as approved by the ACH Board of management.

6. GENERAL

- 6.1 **INSERT AUSPICEE NAME ABBREVIATION** must not transfer any of “**INSERT Auspicee Name**” rights or requirements under this Agreement unless **INSERT AUSPICEE NAME ABBREVIATION** have been given written approval to do so from ACH.
- 6.2 This Agreement between “**INSERT Auspicee Name**” and the Alexandra Community Hub constitutes the entire agreement and overrides any previous agreement or understandings between **INSERT AUSPICEE NAME ABBREVIATION** and ACH.
- 6.3 This Agreement cannot be amended or added to unless the amendment or addition is in writing, unless agreed to by both parties and signed by both **INSERT AUSPICEE NAME ABBREVIATION** and ACH.
- 6.4 If ACH is to give **INSERT AUSPICEE NAME ABBREVIATION** notice that **INSERT AUSPICEE NAME ABBREVIATION** are in breach of this Agreement, it will give **INSERT AUSPICEE NAME ABBREVIATION** notice in one of the following ways:
 - 6.5.1 by sending a letter through registered mail; or
 - 6.5.2 by sending an email to **INSERT AUSPICEE NAME ABBREVIATION**.
 - 6.5.3 ACH requires **INSERT AUSPICEE NAME ABBREVIATION** to provide a written one-page report annually for their AGM on the activities undertaken by the group throughout the year.

I / we have read and accepted the conditions outlined above and those attaching to the Agreement.

SIGNED by _____ (an authorised signatory) for and on behalf of the INSERT AUSPICEE NAME in the presence of:)))) Signature
..... Signature of Witness	 Date:
..... Name of Witness		

SIGNED by _____, President, for and on behalf of ALEXANDRA COMMUNITY HUB (ABN 93 411 448 690) in the presence of:)))) Signature
..... Signature of Witness	 Date
..... Name of Witness		

ANNEXURE "A"

INFORMATION ON **INSERT AUSPICEE NAME**

These details allow ACH to effectively communicate with **INSERT AUSPICEE NAME ABBREVIATION**.

INSERT AUSPICEE NAME ABBREVIATION Name (President or Chairperson):

Postal address: _____

Phone Number: _____

Email: _____

Secretary: _____

Phone: _____

Email: _____

Treasurer: _____

Phone: _____

Email: _____

When does **INSERT AUSPICEE NAME ABBREVIATION** meet?

General Members Names *(please list all, including contact details)*