

AGREEMENT
Between
Australia Gives Ltd
-and-

THIS AGREEMENT IS DATED _____

BETWEEN:

(1) **Australia Gives Ltd** (ACN: 633569427) of 100 Cubitt St Level 2 #519, Cremorne, VIC 3121 (**'Donor'**), and:

(2) _____ of _____ (**'Recipient'**).

Together the '**Parties**':

Background

- A. The Donor provides funds to the Recipient to further its benevolent purposes, which is preventing disease and supporting the health of individuals.
- B. The Donor seeks to ensure that the Recipient will only use funds provided by the Donor, for purposes permitted under Australian charity law.

Charitable Goals

As the recipient, please define your charitable goals, as they relate to the goals that the Donor supports (for example, how your organization is set up to help people suffering from distress and sickness):

THE INTENTION OF THE PARTIES is as follows:

1. Interpretation & Definitions

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, includes successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;

- (f) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (g) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (h) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (i) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes; and
- (j) a reference to a Party includes that Party's executors, administrators, substitutes, successors and permitted assigns.

2. Definitions

In this Agreement:

Authority means a power or right to give orders and make decisions.

Loss means any damage, loss, liability, cost, charge, expense, outgoing or payment (whether direct, indirect, consequential or incidental).

Agreement means this Agreement between the Parties.

Termination means the termination of this Agreement in accordance with clause 4.

3. Duration of Agreement

This Agreement sets out the intention of the Parties unless:

- (a) otherwise agreed by the Parties in writing; or
- (b) a Party is dissolved through the winding up of the organisation and redistribution of assets.

4. Termination

This Agreement will be taken to represent the ongoing intention of the Parties unless amended or terminated by the Parties in writing.

5. Donor's Responsibilities

The Donor will:

- (a) promote public health and disease prevention.
- (b) transfer funds to the Recipient to be used for the Recipient's project expenses, exclusively for the purposes of promoting public health and preventing disease.

6. Recipient's Responsibilities

The Recipient will:

- (a) use funds received from the Donor, exclusively for the purpose of promoting public health and preventing disease.

- (b) only use funds received from the Donor for purposes permitted under Australian law in respect of an organization endorsed as a public benevolent institution under item 4.1.1 of section 30-45 of the *Income Tax Assessment Act 1997* (Cth). In this regard, Australian law includes but is not limited to any provision under the:
- (i) *Charities Act 2013* (Cth);
 - (ii) *Australian Charities and Not-for-Profits Commission Act 2012* (Cth); and
 - (iii) *Income Tax Assessment Act 1997* (Cth); and (d) provide the Donor with a copy of its annual audited accounts.

7. Transfer of Funds

- (a) The Donor will transfer funds to the Recipient by way of electronic funds transfer into the Recipient's bank account.
- (b) The Donor will transfer funds to the Recipient no less than one (1) time per annum.

8. Liability and Indemnity

The Recipient will at all times release and indemnify the Donor, its servants and agents from and against Loss incurred, arising from any claim, demand, action or proceeding by any person against the Recipient or its servants and agents, where such Loss arose out of the Parties' responsibilities under this Agreement.

9. GENERAL

9.1. Warranties

Each Party represents and warrants that it has the right and power to enter into this Agreement.

9.2. Notices

A notice under this Agreement will be:

- (a) in writing and signed by or for the sender (other than in the case of emails);
- (b) directed to the recipient's address specified in this Agreement or as varied by written notice; and
- (c) left at, or sent by prepaid registered post, hand delivery, email or fax to that address.

9.3. Waiver

A waiver by a party of any of its rights or responsibilities under this Agreement:

- (a) must be in writing; and
- (b) does not operate as a waiver of any other right or as a future waiver of that or any other right.

9.4. Jurisdiction

This Agreement is governed by the laws of the state of Victoria, Australia.

9.5. Counterpart

The Parties may execute this Agreement by counterpart.

EXECUTED AS A BINDING AGREEMENT BETWEEN THE PARTIES ON:

DATE: _____

Executed by: Australia Gives Ltd		
Signature		Signature
Name and position Jonathan Bonder, Director		Name and position Dana Maimon, Director

Executed by: _____		
Signature		Signature
_____ Name and position		_____ Name and position