AUSPICING AGREEMENT

1. Defined Terms:

The Auspicor (the organisation providing support to the Auspicee)

[*insert name and address*]

The Auspicee (the organisation who is receiving support and guidance)

[*insert name and address*]

The Project

[*insert details of the Project*]

The Funds/Funding A Lotterywest grant of [*insert amount*] for the Project (or such other grant amount agreed to be provided by Lotterywest)

1. In the event that Funding is approved, the Auspicee will:
2. Deliver the Project within the agreed time frame as set out in the Grant Approval Schedule (which is provided in the approval letter sent to the Auspicor);
3. Only use the Funds for the Project;
4. Take all reasonable steps to comply with relevant terms and conditions of the [Lotterywest Conditions of Grant](https://www.lotterywest.wa.gov.au/assets/grants-archive/documents/conditions-of-grant) and the Grant Approval letter as if the Auspicee were the recipient of the grant;
5. Provide sufficient information and take all reasonable steps to enable the Auspicor to comply with the [Lotterywest Conditions of Grant](https://www.lotterywest.wa.gov.au/assets/grants-archive/documents/conditions-of-grant);
6. Nominate [*insert name and position*] as the contact person for the Project;
7. Notify the Auspicor of any issues concerning the Project (including any fraudulent events or other events or omissions that could affect the Project) and provide progress reports when requested by the Auspicor;
8. If requested, provide to the Auspicor in a timely manner all accounts, tax invoices and receipts showing expenditure of the Funding for the Project;
9. Be responsible for any shortfall in funds necessary to carry out the Project;
10. Where relevant, be responsible for the return to the Auspicor of any Funds not expended for the Project;
11. Be able to terminate this agreement by giving notice in writing if the Auspicor does not disburse the Funding as required or is in breach of an obligation under this agreement and has failed to remedy the breach within 30 days of notice of the breach;
12. Make announcements and communicate to the media in relation to the Project only as permitted or directed by the Auspicor and Lotterywest;
13. After the end of this agreement and in accordance with relevant statutory record keeping periods, permit access to its accounts and records, relating to the Project, and to any of its offices or buildings where that information may be held, to the Auspicor and its duly authorised agents and employees, for the purpose of verifying the expenditure of the Funding for the Project and to take copies of all such information.
14. [*Optional – delete if not required*] Indemnify the Auspicor in respect of any loss or damage in connection with the Project and its delivery;
15. [*Optional – delete if not required*] Obtain all necessary licences, permits and insurances to complete the Project and provide evidence of such as directed by the Auspicor;
16. [*Optional – delete if not required*] Comply with all State, Territory and Commonwealth law (including the Working with Children (Criminal Record Checking) Act 2004 (WA)) relating to the employment or engagement of people who work or volunteer with children, including mandatory reporting and working with children checks under that legislation;
17. [*Optional – delete if not required*] Own the intellectual property produced as part of the Project (Intellectual Property) unless otherwise agreed by the Auspicor and Lotterywest;
18. [*Optional – delete if not required*] Grant the Auspicor a licence to use the Intellectual Property but only for the purposes of promotion of the Project;
19. [*Optional – delete if not required*] In consideration of the services provided by the Auspicor under this agreement, allow the Auspicor to deduct and retain the administration fee set out in clause 4(j) from the Funding for the Project where relevant;
20. [Optional – include additional term/s as required]
21. The Auspicee and Auspicor will not:
22. Infringe the intellectual property rights of third parties.
23. The Auspicor will:
24. Apply for Lotterywest Funding for the Project;
25. Receive the Funding from Lotterywest on behalf of the Auspicee;
26. Disburse the Funding, less any administration and/or project support fee set out in clause 4(j), as required including payment of invoices and providing receipts as required;
27. Comply with the terms and conditions of the Lotterywest Grant including managing GST for the Funding;
28. Provide information and reports as required by Lotterywest in relation to the progress of the Project and the acquittal of Funds;
29. Nominate [*insert name and position*] as the contact person for the Project;
30. Be responsible for the return to Lotterywest of any Funds not expended for the Project;
31. Be able to terminate this agreement by giving written notice if the Funding is terminated, the Auspicee cannot deliver the Project or is in breach of an obligation under this agreement and has failed to remedy the breach within 30 days of notice of the breach;
32. Make announcements and communicate to the media in relation to the Project only as permitted or directed by Lotterywest.
33. [*Optional – delete if not required*] If required, charge an administration and/or project support fee of [*insert percentage or amount*] of the total Funds;
34. [*Optional – delete not required*] Provide the benefit of the Auspicor's insurance cover to the Auspicee for the purposes of the Project where appropriate and agreed with the Auspicee;
35. [*Optional – delete if not required*] Provide premises, facilities and resources as follows if appropriate: [*insert details*]
36. *[Optional – include additional term/s as required]*
37. The Auspicor and Auspicee:
38. Must agree in writing to any amendment of this agreement and notify Lotterywest;
39. Respect the confidentiality of information of the other party;
40. Must meet and confer in relation to any dispute arising under this agreement to attempt to resolve the dispute;
41. Acknowledge that no relationship of partnership or employer and employee is intended to arise;
42. Agree that this agreement continues until:
    * + - 1. all Funds have been acquitted and/or audited to the satisfaction of Lotterywest; or
          2. until it is otherwise terminated in accordance with this agreement,

whichever comes first.

Signed:

Signed for and on behalf of the **Auspicor** by its authorised signatory/signatories.

Signed: …...........…………………......... Name: ……………………………………

Dated: …………………………………… Position: ……………………………………

Signed: ………………………………….. Name: ……………………………………

Dated: ................................................... Position: ……………………………………

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