



TEMPLATE / DUSA CLUB AFFILIATION AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20__.

PARTIES

Deakin University Student Association Inc. (ABN 95 022 653 791) of 221 Burwood Highway, Burwood, Victoria, 3125, Australia (**DUSA**)

AND

[NAME OF CLUB], an unincorporated association acting through its President identified on the execution page (**Affiliate**)

BACKGROUND

- A. DUSA provides funding and other support to clubs and societies that are affiliated with DUSA.
- B. It is a requirement of affiliation (and maintaining affiliation) with DUSA that each club and society enters into an annual affiliation agreement.
- C. The Affiliate wishes to become affiliated, or to maintain its affiliation, with DUSA.
- D. The parties enter into this Agreement in order to set out the terms and conditions that apply to the Affiliate's affiliation with DUSA for the Term.

IT IS AGREED AS FOLLOWS:

1. DEFINED TERMS AND INTERPRETATION

1.1. In this Agreement, words and phrases have the meaning set out below:

Agreement means this affiliation agreement, including the Background, Schedule and Annexures, and any amendment agreed to in writing by the parties.

Constitution means the constitution of the Affiliate attached to this Agreement at Annexure 1, as may be amended from time to time in accordance with its rules.

DUSA Club Manual means DUSA's current club manual which may be found at <http://www.dusa.org.au>.

DUSA Clubs & Societies Charter means the charter set out in Schedule 2 of the Constitution, as may be amended from time to time by DUSA.

DUSA Rules means the rules set out in Schedule 3 of the Constitution, as may be amended from time to time by DUSA.



Executive means the members of the Affiliate's committee of management from time to time (including the President), elected in accordance with the Constitution.

President means the president of the Affiliate (as identified on the execution page of this Agreement).

Special Conditions means the special conditions set out in Item 2 of the Schedule.

Term means the period set out in Item 1 of the Schedule.

1.2. In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a clause, Schedule or Annexure is a reference to a clause of, or schedule or annexure to, this Agreement;
- (d) a reference to writing includes a facsimile transmission, an email receipt and any means of reproducing words in a tangible and permanently visible form;
- (e) the words "includes" and "including" or similar expressions must not be construed as words of limitation;
- (f) a provision of this Agreement will not be interpreted against a party just because that party prepared the provision; and
- (g) headings are for ease of reference only and do not affect interpretation.

1.3. To the extent of any inconsistency, the Special Conditions will prevail over every other term of this Agreement.

2. AFFILIATION

In consideration for the Affiliate's and the Executive's agreement to comply with the obligations in clause 3, together with the undertakings given in clause 6, DUSA agrees that the Affiliate will be affiliated with DUSA for the Term and provided with the rights and entitlements set out in clause 4.

3. OBLIGATIONS OF AFFILIATE

3.1. The Affiliate and the Executive agree to:

- (a) operate and manage the Affiliate strictly in accordance with the Constitution;
- (b) comply with the DUSA Clubs & Societies Charter, the DUSA Rules and the DUSA Club Manual; and
- (c) comply with all reasonable directions of DUSA.
- (d) Hold a current DUSA membership (bronze, silver or gold) for the duration of the Executive term
- (e) Hold a current club membership for the duration of the Executive term

3.2. Without limitation to clause 3.1, each of the Executive will:

- (a) at all times act responsibly and with proper regard to the health and safety of members of the Affiliate and third parties in planning and holding the Affiliate's events and activities; and



- (b) not do anything (or omit to do anything) that is prejudicial to the interests of DUSA or the Affiliate, or which may bring DUSA or the Affiliate into disrepute.

4. BENEFITS OF AFFILIATION

4.1. For the Term and subject to clause 4.2, DUSA will provide to the Affiliate access to the rights and entitlements of an affiliated club and society of DUSA as described in the DUSA Club Manual, which may include:

- (a) grant funding;
- (b) logistical support such as:
 - (i) membership recruitment and clubs information outlets;
 - (ii) electronic promotions (for example, email and webpage listings);
 - (iii) promotion of club events through various DUSA mediums, including student publications, poster boards, access to the campus for the purpose of promotions and/or web calendars (promotional information or material to be provided by the Affiliate); and
 - (iv) assistance with club governance issues; and
- (c) annual information and other training sessions.

4.2. DUSA may suspend, change or cancel the rights and entitlements of the Affiliate at any time in accordance with the terms of the Constitution, the DUSA Clubs & Societies Charter, the DUSA Rules and the DUSA Club Manual.

5. TERMINATION

5.1. The parties may terminate this Agreement by agreement at any time.

5.2. DUSA may terminate this Agreement by written notice:

- (a) if the Affiliate, a member of the Affiliate, or a member of the Executive:
 - (i) breach any term of this Agreement where that breach is not capable of remedy (including a breach of clause 3.2); or
 - (ii) breach any term of this Agreement where the breach is capable of remedy and the breach is not remedied within 14 days of notice of breach from DUSA;
- (b) if the Affiliate is at any time unable to meet its financial commitments or liabilities;
- (c) if the Affiliate or any member of the Executive breaches DUSA's applicable sponsorship policy; or
- (d) as provided in the Constitution, the DUSA Clubs & Societies Charter, the DUSA Rules and the DUSA Club Manual,

such termination to be effective immediately upon receipt of the written notice.

5.3. Without limitation to clause 5.2 and at DUSA's sole discretion, where DUSA is satisfied that any act or omission that would otherwise entitle DUSA to terminate this Agreement under clause 5.2 is attributable to a particular individual(s) and does not reflect the conduct of the Affiliate as a whole, then DUSA may instead of



terminating this Agreement elect to take disciplinary action against the responsible individual(s) as provided in the Constitution, the DUSA Clubs & Societies Charter, the DUSA Rules and the DUSA Club Manual.

5.4. Upon expiry or termination of this Agreement (for any reason):

- (a) all monies held on behalf of the Affiliate (whether by the Affiliate or by DUSA) will be paid and held to the benefit of DUSA and will be distributed at DUSA's sole discretion;
- (b) all assets purchased on behalf of the Affiliate will be returned to DUSA and will be available for use as determined by DUSA;
- (c) the Affiliate and the members of the Executive will:
 - (i) immediately cease all activities of the Affiliate;
 - (ii) not enter into any commitments on behalf of the Affiliate; and
 - (iii) immediately notify DUSA of any activities, events or commitments arranged or entered into prior to termination and cooperate with and assist DUSA to cancel all such activities, events and commitments (unless otherwise agreed with DUSA).

6. RESPONSIBILITY FOR ACTIONS

6.1. Without limitation to clause 3, the Affiliate, its Executive and members undertake:

- (a) at all times to act responsibly and with proper regard to their health and safety and that of third parties when participating in the Affiliate's activities;
- (b) to take all reasonable steps to minimise and mitigate any risks and hazards associated with the Affiliate's activities;
- (c) not to hold Deakin University, DUSA or the Affiliate (including the Executive) (as the case may be) responsible for any personal injury, property damage or severe fatal injury they may suffer and however caused arising from the Affiliate's activities;
- (d) to be responsible for, or for ensuring (as the case may be), that a person participating in a high-risk activity as part of the Affiliate's activities has obtained appropriate insurance (including personal medical insurance); and
- (e) to be responsible for their acts and omissions with respect to their participation and involvement in the Affiliate.

7. DISPUTE RESOLUTION

7.1. The dispute resolution procedure in this clause 7 applies to any dispute between the Affiliate (including the Executive and the Affiliate's members) and DUSA. Disputes between the Affiliate, its Executive and/or members will be dealt with in accordance with the procedures set out in the Constitution.

7.2. All disputes must first be notified in writing to DUSA management. The parties to the dispute will first attempt to resolve the dispute informally by discussion for a period of at least 14 days from the date the dispute is known to all parties involved.

7.3. If the parties are unable to resolve the dispute informally in accordance with clause 7.2, a party may provide formal written notice of the dispute (including details of the dispute) to the other party. Upon receipt of the notice, the President (or another Executive officer nominated by the President) on behalf of the Affiliate and DUSA management must meet within 7 days of the date of the notice.



- 7.4. If the parties are unable to resolve the dispute pursuant to clause 7.3 within 21 days of the relevant persons first meeting, the dispute will be referred to senior DUSA management for a determination, to be made within 14 days of the referral.
- 7.5. If the Affiliate does not accept the determination of senior DUSA management then the Executive (as a whole) may provide formal written notice to DUSA (to be signed by each of the Executive) that they require the matter to be referred to the DUSA Student Council to be dealt with according to the 'Grievance Procedure' set out in rule 18 of the constitution of DUSA (as amended or replaced from time to time).
- 7.6. A determination made consequent upon the process set out in clause 7.5 will be final and binding on both the Affiliate and DUSA.



EXECUTED BY THE PARTIES AS AN AGREEMENT

DUSA

SIGNED for and on behalf of DUSA by (**insert name**), **DUSA Clubs Support Coordinator (Clubs)** who certifies he/she is authorised to do so and in the presence of:

Signature

Witness - Signature

Name (IN BLOCK LETTERS)

Name (IN BLOCK LETTERS)

AFFILIATE

In signing below, the President confirms that he/she has been authorised to do so by the Affiliate, its members, and the Executive in accordance with the Constitution.

SIGNED by **THE PRESIDENT** on his/her own behalf, and on behalf of and with the authority of the Affiliate, its members and its Executive:

Signature of President

Witnessed by another member of the Executive – Signature

Name (IN BLOCK LETTERS)

Name and office held (IN BLOCK LETTERS)

Student Identification Number

Student Identification Number



Deakin University Student Association Inc.

A.B.N 95 022 653 791 | Reg. No. A0040625Y

Telephone: (03) 9244 6356 | Facsimile: (03) 9888 8796

Email: dusa-contact@deakin.edu.au | Web: www.dusa.org.au

Address

Address



SCHEDULE

Item 1 **Term**

The term of this Agreement will commence on [date] and will end on [date].

Item 2 **Special Conditions**

The following Special Conditions (if any) will prevail over every other term of this Agreement to the extent of an inconsistency (pursuant to clause 1.3).

A. [Insert or N/A]



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ANNEXURE 1

Constitution of Affiliate

[to be attached]