



## 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 that are affiliated with DUSA.
- B. It is a requirement of affiliation (and maintaining affiliation) with DUSA that each club 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 and Schedule, and any amendment agreed to in writing by the parties.

**Constitution** means the constitution of the Affiliate, 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 Club Membership Terms & Conditions** means the DUSA club membership terms which may be found at <http://www.dusa.org.au>.

**DUSA Clubs 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 agreeing 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 agrees to:

- (a) operate and manage the Affiliate strictly in accordance with the Constitution;
- (b) comply with the DUSA Clubs Charter, the DUSA Rules and the DUSA Club Manual and the DUSA Club Membership Terms & Conditions; and
- (c) comply with all reasonable directions of DUSA (which may including providing DUSA with documents, information and other details to demonstrate the Affiliate's compliance with this Agreement);
- (d) ensure that each member of its Executive holds, for the duration of their term of office:



- (i) a current DUSA membership ; and
- (ii) a current Affiliate club membership.

3.2. Without limitation to clause 3.1, the Affiliate must ensure that each member of its 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 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 Charter, the DUSA Rules, the DUSA Club Membership Terms & Conditions and the DUSA Club Manual.

#### **5. TERMINATION**

5.1. The parties may terminate this Agreement at any time and for any reason by mutual consent.

5.2. DUSA may terminate this Agreement by written notice to the Affiliate:

- (a) if the Affiliate, a member of the Affiliate, or a member of the Executive:
  - (i) breaches any term of this Agreement where that breach is not capable of remedy (including a breach of clause 3.2); or
  - (ii) breaches 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 Charter, the DUSA Rules, the DUSA Club



Membership Terms & Conditions and the DUSA Club Manual,

with 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 Charter, the DUSA Rules, the DUSA Club Membership Terms & Conditions and the DUSA Club Manual, or direct the Affiliate to do so.
- 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 will:
    - (i) immediately cease all activities; and
    - (ii) 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

Without limitation to clause 3, the Affiliate undertakes:

- (a) at all times to act responsibly and with proper regard to health and safety of its members 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 or DUSA (as the case may be) responsible for any personal injury or property damage suffered and however caused arising from the Affiliate's activities; and
- (d) to ensure that a person participating in a high-risk activity as part of the Affiliate's activities has obtained appropriate insurance (including personal medical insurance).

## 7. DISPUTE RESOLUTION

- 7.1. The dispute resolution procedure in this clause 7 applies to any dispute between the Affiliate 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 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**

\_\_\_\_\_  
**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]