**Affiliation Agreement**

**Between**

Monash University (ABN 12 377 614 012) of Wellington Road, Clayton 3800 in the State of Victoria (**Monash**)

**And**

Monash University Boardriders Club Inc. [ABN 47 560 127 974] of Wellington Road, Clayton 3800 in the State of Victoria(**Club**)

**Background**

1. The Club has requested to become and Monash has agreed to the Club becoming an affiliated association of Monash, on the terms and conditions set out in this Agreement.
2. The Club acknowledges that other than as provided in this Agreement, the Club has no affiliation rights with respect to Monash.

**Operative Parts**

**General**

1. In this Agreement, unless the context otherwise requires, capitalised terms have the meaning set out in item 1 of Schedule 1.
2. Upon execution of this Agreement, the Club will be known as ‘Monash University Boardriders Club Inc’.
3. For the purposes of this Agreement, the Club is Recreational as that term is set out in Item 2 of Schedule 1.
4. In consideration of the Club's fulfilment of its obligations under this Agreement, Monash will provide support to the Club in one or more of the following forms:
   1. Facility Access; and/or
   2. Additional Funding, payable at the Additional Funding Payment Times;
5. Additional Funding will only be provided by Monash to the Club, upon the Club’s fulfilment to Monash’s satisfaction of the Additional Funding Requirements.
6. In return for Monash providing Support to the Club, the Club will provide to the currently enrolled students of Monash:
   1. Student Discounts; and
   2. Student Experience Activities.

**Term of Agreement**

1. This Agreement is operative for the Term, unless brought to an end in accordance with the disciplinary action as set out in clauses ‎60 to ‎65, or by mutual written agreement between the parties.
2. If, two months prior to the completion of the Term, this Agreement has not been brought to an end in accordance with disciplinary action or mutual written agreement and provided there are no ongoing matters which may cause this Agreement to end before the completion of the Term due to disciplinary action, the parties will commence negotiations in good faith with a view to entering into a new affiliation agreement.

**Membership**

1. The Club must at all times have:
   1. a minimum number of Financial Members applicable to its Club Type as set out in item 3(a) of Schedule 1; and
   2. a membership profile which complies with the Membership Requirements by Club Type table set out in item 3(b) of Schedule 1.
2. The Club may also have members who are:
   1. current Monash staff;
   2. Monash alumni; and
   3. community players.
3. The Club must not unlawfully discriminate in its membership on the basis of age, race, gender, marital status, disability, carer’s responsibility, sexuality, or discrimination based upon a person having HIV/AIDs, or on any other basis that is contrary to anti-discrimination legislation.
4. The Club will maintain a current database of members and will provide to Monash twice annually on or before the Monash University census dates, a list of its members including whether each member is a Financial Member. The Club will obtain all consents necessary to both collect Personal Information about its members, and provide Personal Information about its members to Monash. The Club will handle Personal Information in accordance with all laws which govern, or would govern, the handling of such information by Monash including, without limitation, the Information Privacy Principles under the *Privacy and Data Protection Act 2014* (Vic), the Health Privacy Principles under the *Health Records Act 2001* (Vic) and the European Union General Data Protection Regulation. The Club will comply with all applicable guidelines, determinations, or recommendations made by a Commissioner or any other regulatory body which administers the applicable data laws and will submit to investigations and enforcement procedures by those Commissioners and regulatory bodies.
5. Where it is necessary for the Club to disclose any Personal Information to any third party, the Club agrees to ensure that such a third party is subject to enforceable obligations requiring the third party to comply with the obligations in clause ‎12 and this clause ‎13, as if the third party were the Club, and to enforce these obligations against the third party in accordance with such reasonable directions as Monash may give.
6. The Club must provide Monash with the Reports within one month after any request by Monash or as otherwise directed by Monash, acting reasonably.

**Governance**

1. At the time of entering into this Agreement, the Club will provide to Monash a copy of its certificate of incorporation and its rules. Any proposed changes to the Club's rules or the Club’s name during the Term must first be submitted for approval by and approved by Monash (acting reasonably) before being put to a vote of the Club's committee or members.
2. The Club represents and warrants that it is and will for the Term remain an incorporated association under the *Associations Incorporation Reform Act* 2012 (Vic) or subsequent relevant legislation and a body registered with Consumer Affairs Victoria.
3. In order to comply with the terms of this Agreement, if necessary the Club will amend its rules before it receives any funding under this Agreement, and in any case within 30 days of execution of this Agreement.
4. At all times the Club must have a website which contains an up to date contact list for all Office Holders. The Club provides consent for the names and contact details of the Office Holders to be displayed on a Monash website. The Club will obtain the acknowledgement and prior written consent of the Office Holders for their names and contact details to be displayed on both the Club’s website and a Monash website.
5. The positions of “President”, “Vice President”, “Secretary” and “Treasurer” (each, an **Executive Office Position**) of the Club are to be filled at all times. A minimum of 50% of these Executive Office Positions must be filled by a currently enrolled Monash student unless an exemption is requested by the Club and this exemption is granted in writing by Monash.
6. If a vacancy occurs in an Executive Office Position it must be filled at the next committee meeting of the Club, which must take place not less than one month after the Executive Office Position becomes vacant.
7. The Club must keep its property and equipment in good working order and regularly undertake inspections and testing to ensure that all property and equipment used by the Club is safe and suitable for purpose. The Club must keep a detailed schedule of inspections and maintenance and provide that schedule to Monash, within one month of a request.

1. The Club is responsible for the effective and proactive management of risks and must develop, implement and integrate into its activities a risk management plan which it lodges with Monash through the Monash endorsed system.
2. The Club must immediately report in writing to Monash all:
   1. material risk matters including all data breaches; and
   2. allegations or complaints in connection with the Club, its activities or its members.
3. The Club acknowledges that once Monash is notified of a risk matter, allegation or complaint (**Matter**) under clause ‎23, Monash may choose to manage the Matter itself and the Club must comply with all reasonable directions of Monash in connection with the Matter.
4. The Club must comply with all reasonable directions of Monash in relation to management of risk, including, without limitation, by implementing any additional risk management policies and strategies set out in the Special Conditions.
5. This Agreement is governed by the laws in force in the State of Victoria, and the parties submit to the jurisdiction of the courts of Victoria.
6. Any notice or communication given to a party under this Agreement will be effective if made in writing and delivered by email, hand or post to the Representative of the other party. A notice or communication under this Agreement is deemed to be received by the addressee:
   1. in the case of an email, on the business day on which it is sent or, if it is sent on a non-business day, the next business day;
   2. in the case of hand delivery, when delivered; and
   3. in the case of postal delivery, on the third business day after posting.
7. The Club must:
   1. permit Monash and persons or corporations authorised by Monash to have access to the books and records of the Club to investigate any reasonable matter in relation to the financial or operational governance of the Club; and
   2. cooperate with and not hinder or delay any such internal investigation.

**Finance**

1. The Club represents and warrants that it is and will remain solvent at all times during the Term.
2. The Club will maintain proper financial accounts and will make these available to Monash for its review, at such times as determined in Monash’s discretion.
3. The Club will have financial management policies which address the following:
   1. cash management;
   2. debt collection;
   3. financial delegations; and
   4. responsible investment and capital management.
4. The Club will not establish or maintain bank accounts other than those approved by Monash. Each bank account must have two current Office Holders as signatories, with two signatories being required for the withdrawal of any funds from the account.
5. The Club must within one month after its annual general meeting, provide to the Monash Representative its annual accounts.

**Insurance**

1. Monash will at its own expense, arrange for and keep current during the Term, public liability insurance and directors & officers’ liability insurance which covers the Club and its Office Holders.
2. The Club must at all times maintain the Insurance, and provide the Monash Representative with copies of the relevant policies and certificates of currency prior to the commencement of Club activities in each calendar year during the Term.

**Venue Use**

1. The Club must adhere to the terms and conditions of use of the Facility, as amended and updated by Monash from time to time. The Club accepts that under the terms of this Agreement, the Club’s ability to access and use Monash on-campus facilities may change from time to time as determined by Monash.

**Branding**

1. Where the Club competes in competitions at venues which are not located on the premises of Monash, the Club’s members will only compete in a uniform approved by Monash in writing which displays the appropriate logo and colours, unless Monash in its absolute discretion advises in writing that this requirement be varied. This requirement does not apply for those sports or activities that normally compete in unbranded uniforms as approved by the governing body of the sport or activity in which the Club participates.
2. Prior to the Club being entered or entering a team into a competition at a venue not located on the premises of Monash, the Club must be registered with the governing body of the sport or other activity in which the Club participates using the name by which it is known, as set out in clause ‎2, unless Monash in its absolute discretion advises in writing that this requirement may be varied.
3. The Club may not produce, distribute or use any marketing material or signage incorporating the name ‘Monash’ or ‘Monash University’, the Monash University shield, or any other intellectual property owned by Monash (**Monash IP**) without the prior written approval of Monash (which may be withheld or granted subject to such conditions as Monash determines in its discretion).
4. Where Monash provides approval under clause ‎39, Monash grants to the Club a non-exclusive, non-transferable licence to use the Monash IP, for the duration specified in the approval (which must not exceed the Term) for the use pursuant to which the approval under clause ‎39 has been provided.
5. The Club must comply with all requirements of Monash regarding the use of any Monash IP and the Club will immediately stop using the Monash IP (including on any goods or in relation to any services) after receiving a written direction from Monash. The Club will on request provide to Monash samples of goods and allow Monash or its representatives to inspect any premises where goods are made or services are provided by or on behalf of the Club which bear or are provided under or by reference to any Monash IP.

**Sponsorship**

1. The Club may seek and obtain external sponsorship with appropriate individuals or bodies to support its activities provided:
   1. the involvement of those external parties with the Club is in keeping with the mission of Monash and does not compromise Monash’s reputation; and
   2. Monash has in its absolute discretion given its prior written approval to that sponsorship.
2. Potential sponsors that Monash considers are not appropriate sponsors of the Club include (but are not limited to) individuals or bodies from the industries or groups or with the characteristics listed in Schedule 2.
3. For the avoidance of doubt, Monash retains the right to control sponsorship for all Monash facilities and reserves the right to sell naming rights and other sponsorship opportunities, including for its facilities.

**Compliance**

1. The Club must comply with all relevant Monash statutes, regulations, policies, guidelines and procedures, including without limitation, the Off Campus Representative Activity Guidelines, training and pre-requisite programs for both leaders/managers and participants in off-campus events and activities including co-curricular events and activities.
2. All coaches, support staff and members of the Club must complete Monash’s on-line modules and other modules as may be developed from time to time by Monash as part of the Respect. Now. Always. Campaign.
3. Monash is committed to the safety and protection of all children involved in Monash’s activities.  Clubs must comply with the Child Safe Framework and Code of Conduct (Child Safe Standards).
4. All Office Holders, coaches and support staff must hold current Working with Children Checks.
5. The Club must comply with the Special Conditions.
6. In the event of any inconsistency between clauses ‎45 to ‎48 and clause ‎49, the provisions referred to in clause ‎49 will prevail.
7. The Club must at all times comply with the rules and regulations of the governing body of the sport or activity in which the Club participates.
8. The Club must comply with all relevant state and federal law with respect to the conduct of the Club and its activities.
9. The Club must at all times comply with and make sure that its members comply with any applicable legislation, guideline or policy in relation to activities it participates in with affiliated junior clubs.
10. The Club must comply with Monash’s Acceptable Use Policy and all other policies of Monash in relation to web content, as amended and updated by Monash from time to time.

**Behaviour**

1. The Club must at all times foster an environment that encourages the positive values of fairness, respect, responsibility and safety.
2. The Club must make sure that its members at all times, when representing the Club or Monash (in the course of the Club's activities), behave in a responsible manner that honours the mission of Monash.
3. The Club must as far as practicable, take all necessary steps to ensure that its members abide by a policy of zero tolerance towards alcohol in relation to playing and training and zero tolerance to illegal or performance enhancing drugs at any time. If members consume alcohol at Club sponsored events while not playing or training, they must comply with Monash’s Alcohol and Other Drugs at University Events Guidelines as amended from time to time.
4. The Club must as far as practicable, take all necessary steps to ensure that its members abide by all relevant federal and state law, and all relevant Monash statutes, regulations, policies, guidelines and procedures when the members are engaged in the course of the Club's activities.
5. Monash students and staff may be subject to disciplinary processes for any conduct contrary to the requirements of clauses ‎55 to ‎58 or other behaviour contrary to Monash statutes, regulations, policies, guidelines and/or procedures.

**Disciplinary Action**

1. Monash may in its discretion suspend the affiliation of the Club without notice for any of the following, if on reasonable grounds Monash considers the Club or (as appropriate) any of the Club's members (in the course of the Club's activities):
   1. does not comply with clause ‎9(‎a) or clause ‎9(‎b);
   2. has engaged or may engage in activities that may bring Monash into disrepute;
   3. has engaged or may engage in activities that are illegal;
   4. is unable to pay its debts;
   5. has engaged or may engage in activities that compromise the safety of members or spectators;
   6. has intentionally misused Monash facilities or other assets;
   7. has misappropriated funds; and/or
   8. has otherwise breached this Agreement.
2. Monash must advise the Club in writing of its suspension under clause ‎60, together with the reasons for the suspension and the necessary corrective action that must be taken by the Club.
3. If after 14 days of that notice being given by Monash, the Club cannot to Monash’s reasonable satisfaction defend itself against the reason for suspension and has not taken the necessary corrective action required, Monash may cancel the Club’s affiliation with Monash under the terms of this Agreement, effective immediately, and Monash will notify the Club in writing accordingly, within 14 days.
4. The Club may appeal to the Executive Director (Campus Community Division) of Monash against the suspension or cancellation of its affiliation with Monash pursuant to this Agreement. Such appeal must be in writing and be received by the Executive Director (Campus Community Division) within 14 days of the date of notification of suspension or cancellation. The Club will have the right to be heard by the Executive Director (Campus Community Division), whose decision will be final.
5. In the event of suspension of affiliation, no Support will be provided by Monash to the Club whether for a period prior to the date of suspension or otherwise, unless and until the necessary corrective action has been taken by the Club.
6. In the event of cancellation of affiliation:
   1. no Support will be provided by Monash to the Club whether for a period prior to the date of cancellation or otherwise;
   2. the Club will repay to Monash so much of the Annual Base Funding and/or any Additional Funding paid to it during the prior 12 months still retained by the Club at the date of cancellation of affiliation;
   3. the Club will cause its members to pass a special resolution to change its name from that specified in clause ‎2 to a name that does not contain any reference to or imply any association with Monash, promptly file notice of that special resolution with the Registrar of Incorporated Associations (or other relevant authority) and take all other necessary steps to effect and record the change of the Club's name; and
   4. this Agreement will automatically terminate.

EXECUTED as an Agreement

**SIGNED** for and on behalf of ) ................................................

**MONASH UNIVERSITY** by ) Signature

its authorised officer )

in the presence of: ) ................................................

) Print Name

)

................................................ ) …………………………………………………

Signature ) Title

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Print Witness Name Date

**SIGNED** for and on behalf of ) ................................................

**MONASH UNIVERSITY**

**BOARDRIDERS CLUB** ) Signature

by its authorised officer. )

in the presence of: ) ................................................

) Print Name

)

................................................ ) …………………………………………………

Signature ) Title

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Print Witness Name Date

Schedule 1

**Item 1: Definitions**

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| **Acceptable Use Policy** | means the policy located at <https://www.monash.edu/__data/assets/pdf_file/0008/783872/Acceptable-Use-of-Information-Technology-Facilities-by-Students-Procedures.pdf> |
| **Additional Funding** | Means $2,000 for equipment maintenance and upkeep  Monash University will cover reasonable off campus expenses associated with displacement arising from the Sport Precinct Capital Project works which must be pre -approved by the Monash University Representative. Scope of support covers off campus storage solution for the period to December 2020. |
| **Additional Funding Requirements** | NA |
| **Additional Funding Payment Times** | Means June 2019 |
| **Agreement** | means this agreement including the schedules and any other attachments or annexures |
| **Alcohol and Other Drugs at University Events Guidelines** | located at <https://www.monash.edu/__data/assets/pdf_file/0016/147040/alcohol-drugs-events.pdf> |
| **Annual Base Funding** | NA |
| **Annual Base Funding Payment Times** | NA |
| **Child Safe Framework and Code of Conduct (Child Safe Standards)** | means the Child Safe Standards Framework and Code of Conduct available at <https://www.monash.edu/safer-community/resources/child-safe-standards> |
| **Club Representative** | means [INSERT NAME & CONTACT DETAILS] or any replacement person as notified by the secretary of the Club |
| **Commencement Date** | 1 January 2019 |
| **Executive Office Position** | has the meaning specified in clause ‎19 |
| **Facility** | Means access to Monash Sport Meeting rooms, Monash Sport BBQ area. Campus Centre Lawns to be booked through Venues. |
| **Facility Access** | Access to sporting facilities beyond those outlined above can be requested directly from Monash Sport via the process outlined in the Affiliated Sports Club Facility Access Conditions  Access to University venues can be requested through Monash Venues via muv@monash.edu |
| **Financial Member** | means a member of a Club who holds a fully paid membership and is not a social member |
| **Insurance** | Means Monash University Insurance |
| **Monash Representative** | means Martin Doulton – Martin.Doulton@monash.edu  or any replacement as notified by a senior representative of Monash |
| **Office Holder** | means a member of the Club’s committee including Executive Office positions |
| **Off Campus Representative Activity Guidelines** | means the procedures, policies, processes and guidelines located at  <https://www.monash.edu/teammonash/events/off-campus-guidelines> |
| **Personal Information** | means personal information as defined in the *Privacy and Data Protection Act 2014* (Vic) and health information as defined in the *Health Records Act 2001* (Vic) |
| **Representative** | means the Monash Representative or the Club Representative, as relevant |
| **Reports** | means a list of Financial Members |
| **Special Conditions** | means   1. The Club must comply with the Use of UniOne System Terms and Conditions in Schedule 3. |
| **Student Discounts** | Means Student Membership $10 |
| **Student Experience Activities** | Means Surfing, snowboarding, skating and social activities, Equipment Rental, National Championships, Orientation |
| **Support** | has the meaning set out in clause ‎4 |
| **Term** | one calendar year from the Commencement Date |

**Item 2: Club Types**

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| --- | --- |
| **Competitive** | The Club is affiliated with a national sporting organisation (NSO) either directly and/or via a state organisation and/or an affiliated league and which competes in fixtured matches or tournaments under that NSO jurisdiction. |
| **Instructional** | Members train regularly under the guidance of a qualified instructor (e.g.national sporting organisation and /or Australian Sports Commission (ASC) Accredited Qualification Framework) and may or may not be recognised by the ASC. |
| **Recreational** | Members participate in organised physical pursuits and activities that are generally not competitive in nature. The Club and /or its members may be affiliated with a national or state body that encompasses the activities undertaken by the Club, as in some recreational Clubs it is the individual member that is affiliated not the Club. |

**Item 3(a): Minimum Number of Financial Members by Club Type**

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| --- | --- |
| Club Type | Minimum Number of Financial Members |
| Competitive | 20 |
| Instructional | 30 |
| Recreational | 30 |

**Item 3(b): Membership Requirements by Club Type**

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| --- | --- |
| Club Type | The minimum % of Financial Members who are currently enrolled Monash students |
| Competitive | 70 |
| Instructional | 90 |
| Recreational | 90 |

Schedule 2: Inappropriate Sponsors

Sponsors from the following industries and groups or with the following characteristics:

* Alcohol
* Tobacco
* Illicit drugs
* Publishers, distributors or promoters of racist, sexist, discriminatory, suggestive content
* Publishers, distributors or promoters of pornography/ adult content/content with adult themes
* Gambling
* Political entities or publishers, distributors or promoters of political messages
* Publishers, distributors or promoters of religious materials promoting conversion to or participation
* Publishers, distributors or promoters of material that violates laws, rules or regulations
* Publishers, distributors or promoters of messages that, in the opinion of Monash, are offensive or in poor taste

Schedule 3: Use of UniOne System Terms and Conditions

1. The Club agrees to use the UniOne online centralized management system (“UniOne”) that has been customized for Monash, under a sub-licence from Monash, in accordance with the terms and conditions set out in this Schedule.
2. The Club will use UniOne only for Club purposes that are connected to Monash to:
   1. manage all Club membership requests and membership lists; and
   2. make public communications about all Club events and activities.
3. The Club will obtain the necessary consents from its members to collect, store and disclose their Personal Information in UniOne, as required under relevant privacy laws as set out in clause 12 of the body of this Agreement.
4. The Club acknowledges that the online store facility is an optional facility that the Club uses at its own risk and the Club releases Monash from any liability relating to the use of an online store.
5. If the Club elects to use the online store facility on UniOne, the Club will:
   1. make independent arrangements with UniOne to set up the online store;
   2. not sell any merchandise containing Monash IP in the store, except with written permission from the Monash Representative;
   3. ensure that a payment gateway is used that is approved by the Monash Representative;
   4. complete and sign a SAQ-A questionnaire and provide this to the Monash Representative; and
   5. complete the PCI-DSS annual training requirements and provide evidence of this to Monash upon request.
6. The Club will not publish any written content that is discriminatory, offensive or defamatory, and agrees that Monash may immediately take down information that Monash deems to be inappropriate.
7. For the prevention of doubt, the Club must comply with all relevant terms in the body of this Agreement when using UniOne.