COMMUNITY – UNIVERSITY GRANT AGREEMENT
Between:

CHARLES STURT UNIVERSITY (ABN 83 878 708 551) being a university incorporated in New South Wales under the Charles Sturt University Act 1989 (NSW) of The Grange Chancellory, Panorama Avenue, Bathurst, NSW 2795 ("CSU")

AND

MURRAY CONSERVATORIUM INC (ABN 85 608 990 931) of 502 Dean Street, Albury, NSW 2640 ("Recipient")

Background

A. CSU has agreed to provide the Grant to the Recipient in support of the Project for the Term only.

B. In consideration for the Grant, the Recipient has agreed to provide certain acknowledgments to CSU.

C. The parties have agreed that the Grant and Acknowledgment will be provided in accordance with this Agreement.

D. The Recipient acknowledges that the University has advised it that the University will change the basis upon which its community grants program will be administered, and the quantum of funding that may be available, due to changes in its budgetary environment and that the Recipient cannot rely upon the University for funding in the future.

E. The Recipient acknowledges that it has a responsibility as part of this Agreement to make such changes to its budgeting and future programming as may be required to accommodate changes to the capacity of the University to provide funding in the future, and to do so in a manner that acknowledges the significant support provided by the University in the past and the necessity for the University to manage changes in its budgetary environment to ensure its capacity to deliver on its primary responsibility to deliver higher education and research to its students and communities in the future.

Agreed Terms

1. **Interpretation**

1.1 **Definitions**

In this Agreement, unless the context requires otherwise:

Acknowledgment means the acknowledge the Recipient agrees to provide to CSU in consideration of the Grant set out in Item 6 of Schedule 1.

Agreement includes these terms and Schedule 1.

Background IP means Intellectual Property that is in existence prior to the date of this Agreement or is brought into existence independently of this Agreement.

Business Day means any day that is not a Saturday, Sunday or public holiday in New South Wales.
Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Commencement Date means the date set out in Item 1 of Schedule 1.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

(a) is by its nature confidential;
(b) has been designated as confidential by a party;
(c) is capable of protection at law or equity as confidential information; or
(d) is derived or produced partly from the Confidential Information,

but does not include information that:

(a) is in the public domain; or
(b) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

Contact Officer for a party means the person specified for that party in either Item 8 or 9 of Schedule 1, or as otherwise advised in writing.

Contract Material means all documents, Report, data and other material first created or brought into existence under this Agreement.

Grant means the grant set out in Item 4 of Schedule 1.

Intellectual Property means all registered and unregistered intellectual property rights including any patents, trademarks, copyright and design.

Project means the events, programs or activities to which the Grant relates as set out in Item 3 of Schedule 1 (if any).

Report means the report provided by the Recipient to CSU with respect to the Grant and Project as set out in Item 7 of Schedule 1.

Term means the period set out in Item 2 of Schedule 1.

1.2 Interpretation

Unless the context requires otherwise, in this Agreement:

(a) words in the singular include the plural and vice versa;

(b) headings are for convenience only and do not affect the interpretation of this Agreement;

(c) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;

(d) references to persons include bodies corporate, government agencies and vice versa;

(e) references to the parties include references to respective directors, officers, employees, agents of the parties;

(f) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it;
(g) where an expression is defined, any other grammatical form of that expression has a corresponding meaning; and

(h) to the extent of any inconsistency, the terms of the Schedule will prevail over these terms.

2. **Term**

2.1 This Agreement commences on the Commencement Date and continues for the Term unless:

(a) terminated in accordance with the terms of this Agreement; or

(b) extended by signed written agreement of the parties.

2.2 The Recipient acknowledges that the Grant is the total of the University’s obligation to provide funding to the Recipient. The Recipient acknowledges that the University does not warrant or represent that the Recipient will receive any extension of the Grant during the Term or any additional, further or new Grant during the Term, or after the Term, of this Agreement. The Recipient acknowledges that any future community grant program is subject to the limits of the University’s resources as determined by the University.

3. **Provision of Grant**

3.1 CSU agrees to:

(a) provide the Grant to the Recipient; and

(b) deliver the Grant in accordance with Item 5 of Schedule1.

4. **Acknowledgment**

4.1 In consideration of the Grant, the Recipient will provide the Acknowledgment to CSU.

4.2 The Recipient acknowledges that the Grant is non-exclusive and that CSU may provide an equivalent, similar or different grant to any third party, unless expressly stated otherwise in the special conditions set out in Item 11 of Schedule1.

5. **Reporting**

5.1 CSU may disclose details of the Grant and/or Acknowledgment or any other material related to this Grant to any other party as it may require, including by publication in its annual report or on its website, and the Recipient consents to such disclosure.

5.2 The Recipient will provide a written report to CSU on the Grant received and Acknowledgment provided under this Agreement as set out in Item 7 of the Schedule.

6. **Publicity and use of CSU logo**

6.1 The Recipient must acknowledge the Grant provided by CSU in any publicity or advertising relating to the Project.

6.2 CSU grants to the Recipient a non-exclusive royalty-free licence for the duration of this Agreement to use the CSU logo to the extent required to give effect to the Acknowledgment.
6.3 The Recipient must obtain the written approval of CSU of all proposed publications or other material containing the CSU logo prior to publication or disclosure.

6.4 The Recipient must not use the trademark or logo of CSU without the prior written consent of CSU except as expressly authorised under this Agreement.

7. **Warranties and other obligations of the Recipient**

7.1 The Recipient warrants that:

   (a) it has not made or received any reward or other inducement to or from CSU in connection with entry into this Agreement;

   (b) it is not aware of any actual or perceived conflict of interest between the interests or reputation of CSU and those of the Recipient;

   (c) the provision of the Acknowledgment is not dependent upon any procurement or promotion of the Recipient's goods or services by CSU.

7.2 The Recipient must not state or imply that CSU endorses the Recipient or its products or services.

7.3 The Recipient must immediately notify CSU in writing if it becomes aware of any matters that conflict with the warranties in clause 7.1 or the terms of clause 7.2.

7.4 The Recipient must maintain public liability insurance in the amount of not less than the amount specified in Item 10 of Schedule 1 in respect of each and every occurrence and unlimited in the aggregate for the duration of this Agreement, and for as long as any obligation remains in connection with the Event and this Agreement.

8. **Intellectual Property**

8.1 Unless expressly stated otherwise in the special conditions set out in Item 11 of Schedule 1:

   (a) ownership of all Intellectual Property in any Contract Material will vest on their creation in the party which created the relevant Contract Material and the Recipient must do all things necessary to give effect to this clause;

   (b) the Recipient grants to CSU an irrevocable, perpetual, royalty free licence to use any of the Contract Material which is owned by the Recipient under clause 8.1, for the internal non-commercial purposes of CSU;

   (c) the Recipient must promptly deliver all of CSU's Contract Material to CSU on expiry or termination of this Agreement in accordance with clause 11.5 or on earlier demand by CSU; and

   (d) the Recipient must ensure the CSU Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

8.2 Each party retains ownership of any Background IP it provides under this Agreement. The Background IP is provided for the purposes of this Agreement only.
9. **Confidential Information**

9.1 Each party as the recipient of Confidential Information must in relation to the Confidential Information of the other party ("Discloser"):  
(a) keep it confidential;  
(b) use it only as permitted under this Agreement; and  
(c) immediately notify the Discloser if the party becomes aware of any unauthorised copying, use or disclosure in any form.

9.2 Each party must promptly:  
(a) comply with any request by the Discloser to return or destroy any or all copies of Confidential Information; and  
(b) upon expiry or termination of this Agreement, return to the Discloser all remaining Confidential Information provided to it by the Discloser in accordance with clause 11.5, except that the party may in good faith keep one copy of Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

9.3 A party may disclose Confidential Information of the other to only those of its employees, directors, officers, agents and legal, financial or other professional advisers who have a need to know the information for the purposes of this Agreement, provided that, prior to the disclosure, the party ensures that those persons are bound by equivalent obligations of confidentiality in relation to the Confidential Information.

9.4 A party may disclose Confidential Information of the other to the extent that it is required to be disclosed by law, provided that:  
(a) the party must, to the extent reasonably practicable, give prior notice to the Discloser of the proposed disclosure with full details of the circumstances and the information to be disclosed; and  
(b) the party must postpone any disclosure required by law for as long as the party is able to, without prejudicing its own position.

9.5 The Recipient must not disclose the terms of this Agreement without the prior written consent of the CSU.

10. **Indemnity**

10.1 The Recipient must indemnify and keep indemnified CSU from and against any and all Claims incurred by, or made against, CSU arising directly or indirectly from:  
(a) any breach of this Agreement by the Recipient;  
(b) any unlawful or negligent act or omission by the Recipient or its contractors in connection with this Agreement;  
(c) any illness, injury or death of any person caused or contributed to by the Recipient or its contractors in connection with this Agreement;  
(d) any loss or damage to real or personal property of CSU caused or contributed to by the Recipient or its contractors in connection with this Agreement; or  
(e) any act or omission by the Recipient or its contractors in connection with this Agreement that is in infringement of any Intellectual Property, moral Rights or privacy rights of CSU or any third party.
10.2 The Recipient’s liability to indemnify CSU under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by CSU contributed to the relevant Claim.

10.3 The Recipient’s liability to indemnify CSU under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

11. Termination

11.1 Either party may terminate this Agreement by notice in writing if the other party is in breach of any clause of this Agreement and does not rectify that breach within fourteen (14) days of written notice.

11.2 This Agreement may be terminated by CSU immediately by notice in writing if:
   (a) the Recipient has breached any warranty under clause 7.1; or
   (b) the Recipient becomes subject to any form of insolvency, administration or a receiver, official manager or administrator is appointed over any part of the property of the Recipient.

11.3 CSU may terminate this Agreement immediately by notice in writing if CSU determines, at its sole discretion, that:
   (a) circumstances arise such that there is an actual, potential or perceived conflict between the functions or policies of CSU and the Grant and / or Acknowledgment;
   (b) circumstances arise such that there is a real or apparent conflict of interest between the objectives, mission, interests or reputation of CSU and those of the Recipient; or
   (c) there has been any action or omission by the Recipient that results in public criticism or negative publicity for the University and/or that reflects badly on CSU or brings its probity into question.

11.4 Termination by CSU under this Agreement is without prejudice to any other rights of CSU.

11.5 Within fourteen (14) days of expiry or termination, the Recipient must:
   (a) return all Confidential Information of CSU in accordance with clause 9.2;
   (b) return all CSU Contract Material to CSU in accordance with clause 8.4;
   (c) return all of the Grant not expended as at the date of termination; and
   (d) remove the CSU logo from all advertising or promotional material, if requested by CSU.

11.6 The Recipient will not be entitled to any payment or compensation for any Grant curtailed by any notice of termination or any loss or damage that may arise.

12. Dispute resolution

12.1 A party must not start any arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement or the Grant unless it has complied with this clause.

12.2 A party claiming that a dispute has arisen must notify the other party to the dispute giving details of the Dispute.
12.3 Each party must negotiate in good faith to resolve a dispute and, if necessary to resolve the dispute, involve the Vice Chancellor and Chief Executive Officers or other senior officers of the parties directly in the negotiations.

12.4 If the dispute is not resolved within thirty (30) days from the notice (or longer period agreed between the parties), the parties must refer the dispute for mediation by the Australian Commercial Dispute Centre Limited ("ACDC") for resolution in accordance with the Mediation Rules of the ACDC.

12.5 If the dispute is not resolved within sixty (60) days after referral (or longer period agreed between the parties) either party may initiate proceedings in a court.

13. **GST**

13.1 Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999* ("GST law").

13.2 Unless otherwise indicated all amounts referred to in this Agreement are exclusive of GST.

13.3 If a taxable supply is made to a recipient, the party which makes the taxable supply must provide the recipient with a tax invoice or other document with information required by the GST law to be included in a tax invoice to enable the recipient to claim an input tax credit.

13.4 If any GST is payable by the party which makes the taxable supply under this Agreement, any consideration payable for any such taxable supply will be increased by the amount of GST payable (except to the extent that the consideration is already expressed to be GST inclusive).

14. **General provisions**

14.1 **Variation.** This Agreement may be varied by written agreement of the parties.

14.2 **Notices.** Any notice under this Agreement will be sufficiently served if addressed to the Contact Officer for the relevant party and:

(a) delivered personally to the party to be served; or

(b) sent by email or facsimile, in which case it will be deemed to be received on the day of transmission provided that it is sent before 5.00pm on a Business Day and is otherwise deemed to have been received on the next following Business Day; or

(c) sent by prepaid post, in which case it will be deemed to be received on the fourth Business Day after posting.

14.3 **Entire Agreement.** This Agreement contains the entire understanding between the parties in relation to its subject matter. All previous negotiations, undertakings or representations in relation to the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect.

14.4 **Survival.** The following clauses will survive termination or expiry of this Agreement: clauses 6 (Publicity and Use of CSU Logo), clause 8 (Intellectual Property), clause 9 (Confidential Information) and clause 12 (Dispute Resolution), this clause, and any other clause which by its nature is intended to survive termination or expiry.

14.5 **Costs.** Each party will pay their own costs in connection with the preparation and execution of this Agreement.
14.6 **Severance.** If any part of this Agreement is void or unenforceable in any jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement will remain in full force and effect.

14.7 **Governing law.** This Agreement is governed by and is to be construed in accordance with the laws in force in New South Wales. Each party submits to the non-exclusive authority of the courts of New South Wales and any courts having authority to hear appeals from them.

14.8 **Relationship of Parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture or agency or relationship of employment between the parties.

14.9 **Assignment.** The Recipient must not assign, novate or subcontract any of its rights obligations or interests under this Agreement without the prior written consent of CSU.

14.10 **Waiver.** The failure to enforce any provision of this Agreement will not be interpreted as a waiver of that provision. Any waiver must be in writing and signed by the party granting the waiver. A waiver by either party in respect of a breach of a provision will not be taken to be a waiver in respect of any other breach.
Executed as an Agreement

SIGNED for and on behalf of the RECIPIENT by its duly authorised officer in the presence of:

Signature of witness

Name of witness

Signature of authorised officer

Name of authorised officer

Position / Title

Date signed

SIGNED for and on behalf of CHARLES STURT UNIVERSITY by its duly authorised officer in the presence of:

Signature of witness

Name of witness

Signature of authorised officer

Name of authorised officer

Office held in the University

Date signed
## Schedule 1 – Details

<table>
<thead>
<tr>
<th>Item</th>
<th>Commencement Date</th>
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<tbody>
<tr>
<td>Item 1</td>
<td>1 June 2014</td>
<td></td>
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<td>Item 2</td>
<td>1 June 2014 to 31 December 2014.</td>
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<td>Item 3</td>
<td>Project</td>
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<td></td>
<td>The project is comprised of a series of sponsored activities to which the Grant must be applied in the amount set out in relation to each activity:</td>
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<td></td>
<td><strong>Sponsorship:</strong> Murray Conservatorium Outreach Music Education Program 2014</td>
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<tr>
<td></td>
<td><strong>Description:</strong> The sponsorship will be applied to provide a one-off contribution to assist the Murray Conservatorium in 2014 with part of the cost to deliver its music education program to schools in smaller rural communities in the Murray region.</td>
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<td></td>
<td><strong>Grant funding component for this Activity:</strong> $15,000.00</td>
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<td><strong>Sponsorship:</strong> Murray Conservatorium Concert Program 2014</td>
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<td></td>
<td><strong>Description:</strong> The sponsorship will be applied to provide one-off support to assist with part of the cost of the Murray Conservatorium’s Concert Program in 2014.</td>
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<td><strong>Grant funding component for this Activity:</strong> $3,750.00</td>
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<td></td>
<td><strong>Sponsorship:</strong> Charles Sturt University Regional Young Performers Scholarships 2014/15</td>
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<td><strong>Description:</strong> Charles Sturt University will fund scholarships to the total value of $6,250 in 2014/15 in one or more of the following categories: Charles Sturt University Early Childhood Music Scholarships, to be distributed to students aged between 2 - 6 years; Charles Sturt University Ability Scholarships, to be distributed to students with a disability; Charles Sturt University Indigenous Music Scholarships, to be distributed to students from an Aboriginal background; Charles Sturt University Most Outstanding Young Performers Scholarship (under the age of 18 years) to be distributed on the basis of merit; and, Charles Sturt University Achievement Scholarships for Young Performers, to be distributed to a students under the age of 18 years who have a financial need. The Scholarship recipients will be recommended by the Director of the Conservatorium to the Head of Campus, Albury-Wodonga, and the final decision will be made by the Head of Campus and advised to the Director. Awards will be presented by the Head of Campus, or their nominee. The detailed terms for the award will be decided by agreement in writing between the Conservatorium and Head of Campus prior to award.</td>
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<td></td>
<td><strong>Grant funding component for this Activity:</strong> $6,250.00</td>
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<tr>
<td>Item 4</td>
<td>Grant</td>
<td>$25,000 (GST inclusive)</td>
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<td>Item 5</td>
<td>Delivery of Grant</td>
<td>Following presentation of invoice to the Head of Campus, Albury-Wodonga.</td>
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<tr>
<td>Item 6</td>
<td>Acknowledgment</td>
<td>The Charles Sturt University Community-University Partnerships (CUP) program will be acknowledged by the prominent incorporation of:</td>
</tr>
</tbody>
</table>

1. the Charles Sturt University logo;  
2. the Community-University Partnership word-mark; and  
3. the words "Proudly Supported in 2014 by Charles Sturt University";  

with all promotional materials for the sponsored activity during 2014, including brochures, fact sheets, web sites, newsletters, correspondence and other materials, associated with the relevant activity. The Recipient will not use the Charles Sturt University logo or Community-University Partnerships word-mark in relation to its general activities or to imply sponsorship of any activity beyond those listed in Item 3. |
| Item 7 | Recipient Report | The Recipient will submit to the Head of Campus a report no later than 15 December 2014 on the outcomes of each activity that comprises the Project, including where relevant, the number of participants or attendees, the value of the activities to the community, how the Community-University Partnership (CUP) program support was recognised (including a royalty free and non-exclusive license to any images of the activity where available) and an itemised account of the expenditure of funds on each activity (including, where requested, receipts or other material evidencing expenses in relation to each item). |
| Item 8 | CSU Contact       | Name: Professor Julia Coyle  
Position: Head of Campus, Albury-Wodonga  
Address: Charles Sturt University in Albury-Wodonga, Elizabeth Mitchell Drive, Albury 2650  
Telephone: (02) 6051 9806  
Email: hocalburywodonga@csu.edu.au |
| Item 9 | Recipient Contact| Name: Mr Stephen O'Connell  
Position: Director, Murray Conservatorium  
Address: 502 Dean Street, Albury NSW 2640  
Telephone: (02) 69253522  
Email: soconnell@csu.edu.au |
<table>
<thead>
<tr>
<th>Item 10</th>
<th>Insurance</th>
<th>The Recipient will maintain adequate insurances at all times to meet the full cost of its indemnity obligations to the University under this Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 11</td>
<td>Special Conditions</td>
<td>Use of CSU motor vehicles is subject to CSU policies, approval from the relevant Budget Centre delegate, or their authorised officer, availability of appropriate vehicles at the relevant times and payment of relevant charges or fees.</td>
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</tbody>
</table>