

Robogals Chapter Agreement



This Deed is made on _____ (insert date)

Parties

1

(insert name of Chapter) (**Chapter**)

2

Robogals Ltd (ACN 613 309 318) of L3, 333 Exhibition St, Melbourne, VIC, Australia (**Robogals**).

It is agreed as follows.

1 Definitions and Interpretation

The following definitions apply unless the context requires otherwise.

Default Notice has the meaning given in clause 7.2(b).

Event of Default has the meaning given in clause 7.2.

Robogals Intellectual Property means the Robogals name, Robogals logo, Robogals websites, business plans, annual report and documentation developed by Robogals or its other chapters to support the operation of Robogals and its chapters.

Robogals Way means the document entitled 'The Robogals Way', as amended from time to time, which is available on the robogals.org website.

2 Purpose

- (a) Robogals has built a global brand and community of passionate volunteers and chapters.
- (b) The Chapter has been welcomed into this global community, and as a part of that has agreed to enter into this Chapter contract.
- (c) The parties agree that this Deed contains the entire agreement between the parties with respect to its subject matter and supersedes any previous express or implied contract between the parties.

3 Code of Conduct

- (a) The parties agree that the Robogals Way represents the core ethics, values and behaviours that govern the manner in which Robogals, its chapters, staff and volunteers should embody.
- (b) Robogals and the Chapter both agree to comply with, and procure that its employees and volunteers comply with, the Robogals Way at all times when performing any duties for Robogals or representing Robogals in any way.
- (c) The Chapter acknowledges that a breach of compliance with the Robogals Way is serious and may have consequences outlined further in this Deed.

4 Financial Reporting

- (a) The parties agree and acknowledge that regular reporting by Chapters and by Robogals is important to the effective operation of the organisation.
- (b) The Chapter agrees to provide, by the end of June each year, or as otherwise agreed in writing between the Chapter and Robogals, financial reports for the Chapter covering the period from 1 January to 31 December of the previous year, comprising the following:

- (i) balance sheet (containing assets and liabilities of the Chapter);
- (ii) profit and loss statement (containing the expenses and revenue of the Chapter).
- (c) Robogals agrees to make the audited financial statements for Robogals Ltd available for viewing on a publicly accessible website by the end of June each year.

5 Insurance

- (a) The Chapter must ensure that it is covered by appropriate insurance policies, including:
 - (i) public liability insurance; and
 - (ii) volunteers insurance,with a reputable insurer (whether by themselves, a Robogals regional entity, or their university or student union), with a reasonable level of cover.
- (b) The Chapter acknowledges and agrees that while all Australian chapters who are compliant with the terms of this Deed will ordinarily have such requirements covered by the insurances taken out by Robogals, any chapter outside Australia will not be able to rely on such insurance and must take steps to ensure it has its own insurance or is covered by insurance (e.g. insurance provided by the relevant university affiliate) that meets these requirements.
- (c) All chapters outside Australia should provide a summary of their relevant insurance coverage (which may be a certificate of currency, university policy, or other document providing confirmation of coverage), upon request by Robogals.

6 Intellectual Property

- (a) Robogals hereby grants to the Chapter a revocable, conditional, non-transferable licence to use the Robogals Intellectual Property for the duration of the Term to the extent necessary to perform its obligations under this Agreement and to work in its capacity as a chapter of Robogals.
- (b) The Chapter must also comply with all other reasonable conditions or restrictions that Robogals imposes as a term of this licence, as notified to the Chapter from time to time. The Chapter must not use this Robogals Intellectual Property for any purpose other than those permitted under this Agreement. The Chapter may not transfer its licence to use the Robogals Intellectual Property licensed under this clause under any circumstances.

7 Term and Termination

7.1 Term

The term of this Deed is one year and one month from the date that it is executed.

7.2 Events of Default

- (a) Each of the following events will constitute an Event of Default:
 - (i) Failure to comply with the Robogals Way;
 - (ii) Failure to ensure that the Chapter's volunteers comply with the Robogals Way;
 - (iii) The Chapter does anything that materially damages, or is likely to materially damage the reputation or brand of Robogals;
 - (iv) The Chapter fails to comply with an applicable law;
 - (v) The Chapter breaches a term of this Deed;

- (vi) The Chapter fails to follow within a reasonable period of time any reasonable and lawful directions given to it by Robogals in relation to any request for information by Robogals.
- (b) Upon the occurrence of an Event of Default, Robogals will be entitled to issue the Chapter a default notice (**Default Notice**), which specifies that the default has occurred, and suggests how the default can be remedied.
- (c) If the Chapter fails to respond satisfactorily to the Default Notice setting out a remediation plan to remedy the default within one month of receipt of the Default Notice, then Robogals may terminate this Deed for breach.

7.3 Voluntary Termination

- (a) A Chapter may terminate this agreement by giving Robogals three months' written notice of its intention to do so.
- (b) Robogals may terminate this agreement by giving the Chapter three months' written notice of its intention to do so.

7.4 Actions following Termination

- (a) Following termination of this contract for any reason (including default under clause 7.2 or voluntary termination under 7.3, or if the Term expires and this contract is not renewed), the Chapter must:
 - (i) return any property owned by Robogals Ltd or another Robogals-affiliated entity;
 - (ii) return any unspent money provided by Robogals Ltd or a Robogals regional entity;
 - (iii) notify any Chapter sponsors that the Chapter is no longer associated with Robogals or the Robogals brand;
 - (iv) immediately cease using the Robogals Intellectual Property.

8 General

8.1 Assignment

A party must not Dispose of any of its rights under this Deed or attempt or purport to do so.

8.2 Amendment

This Deed may be amended only by another agreement executed by all the parties.

8.3 Severability of provisions

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

8.4 Governing law

This Deed is governed by the laws of Victoria, Australia.

8.5 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed as a deed

Signed Sealed and Delivered by

Chapter name

Name of Chapter representative

Signature of Chapter representative

In the presence of:

Name of witness

Signature of witness

Executed by Robogals Ltd (ACN 613 309 318)
in accordance with the requirements of s127
of the *Corporations Act 2001* (Cth) by:

Name of director

Signature of director

Name of director/company secretary

Signature of director/company secretary