

## FUNDING AGREEMENT

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### Parties

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Country Road	Country Road Clothing Pty Ltd ABN [Insert]
	Address [Insert]
	E-mail Address [Insert]
	Attention [Insert]
Recipient	[Full Recipient Name] ABN [Insert]
	Address [Insert]
	E-mail Address [Insert]
	Attention [Insert]

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### BACKGROUND

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- A. Country Road is a leading Australian clothing, accessories and homeware designer and retailer
- B. Country Road is committed to investing in, incubating and accelerating climate solutions in the Australian fashion industry and to this end has established The Country Road Climate Fund to invest in projects which have a positive climate impact in the Australian fashion industry.
- C. The Recipient has been selected by Country Road as a recipient of funding to support the Recipient's Project (as detailed in **Schedule 1**) which Country Road has identified as aligned to the objectives of The Country Road Climate Fund.
- D. Country Road has agreed to pay to the Recipient the Funding Amount on the terms and conditions set out in this Agreement.
- E. The Recipient has agreed to provide Country Road with the benefits as set out in this Agreement.

### It is agreed as follows

#### 1. TERM OF AGREEMENT

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- 1.1 This agreement will commence on the date of last signature by the parties to this agreement (**Commencement Date**) and will expire 12 months from the Commencement Date (**Expiry Date**) (**the Initial Term**) (unless terminated earlier in accordance with clause 6, (Termination).
- 1.2 Prior to the end of the Initial Term, the parties may agree to extend this Agreement for a further agree period on terms to be agreed (**Further Term**). Where the parties so agree, the Futher Term will commence the day after the end of the Initial Term and will be on the basis of this Agreement, as amended by agreement.

#### 2. FUNDING AMOUNT TO BE PROVIDED BY COUNTRY ROAD

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In consideration of the benefits to be provided to Country Road by the Recipient, Country Road agrees to pay the Recipient the amount of AUD [INSERT] ('Funding Amount') in the following manner [TBA]:

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- a) [Country Road will pay Recipient **INSERT** of the Funding Amount within 30 days of receipt of a correctly rendered tax invoice (for the purpose of GST compliance) provided the tax invoice for this amount is received by Country Road prior to 31 May 2023; and
- b) [Country Road will pay Recipient **INSERT** within 30 days of receipt of a correctly rendered tax invoice (for the purpose of GST compliance) which invoice may be issued on or after **INSERT**.

### 3. RECIPIENT WARRANTIES & UNDERTAKINGS

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#### 3.1 RECIPIENT WARRANTIES

In consideration of Country Road providing the Funding Amount to Recipient, the Recipient undertakes and warrants to Country Road that:

- a) it has the ability to perform all of its obligations under this agreement and is not aware of any matter or arrangement that would limit its right to fully perform this agreement.
- b) it will ensure that each of its personnel engaged by the Recipient (if applicable) in carrying out the Recipient's Project and performing the Recipient's obligations under this Agreement will be suitably qualified and experienced to perform the tasks or work allocated to them and (where appropriate) Recipient or the Recipient's relevant personnel will hold such licences, permits, approvals or registrations as are required under applicable Laws to carry out any such work.
- c) any and all representations made by the Recipient in response to The Country Road Climate Fund's Call for Proposal or similar process run by or on behalf of Country Road are true and accurate and the Recipient acknowledges that Country Road has relied on such representations.
- d) the Recipient, the Recipient's Project and any partners, subcontractors or co-collaborators in the Recipient's Project do not and will not operate (including direct operations or receipt of funding from) or participate in any fields or activities which Country Road deems or considers illegal, obscene or inappropriate including but not limited to tobacco, alcohol or other addictive substances, firearms, fossil fuels, gambling, pornography or hate (each an "**Excluded Sector**").
- e) it will comply with all applicable laws in performing or working on the Recipient's Project, including all applicable workplace health and safety laws and has appropriate policies and processes in place to manage any future health or safety matters arising in relation to the Recipient's Project.
- f) if any third party assets or land are required for the Recipient's Project, the Recipient has secured the legal right to the use of such assets or land for the duration of the Recipient's Project.
- g) to the best of its knowledge, at the Commencement Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement, including but not limited to:
  - (i) no Country Road employee is directly involved with, or benefitting from, the Recipient's Project; and
  - (ii) the Recipient's Project does not present any conflicts of interest with the business or company values of Country Road .
- h) the Recipient's Project:

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- (i) does not in any way infringe the intellectual property rights (including the Moral Rights) of any third party; and
- (ii) does not breach any law and has not been involved in, or the subject of, any materially adverse legal issues as at the Commencement Date;
- (iii) has not been the scene or subject of any significant health or safety issues as at the Commencement Date.

- i) it has the financial and budget management capability required to manage the financial resourcing and allocation for the Recipient's Project.

The Recipient agrees to indemnify Country Road and keep Country Road indemnified against all claims and costs incurred by Country Road (including by way of claims made by third parties) arising from a breach of the warranties set out in this clause.

### 3.2 RECIPIENT UNDERTAKINGS

In consideration of Country Road providing the Funding Amount, the Recipient undertakes and agrees that:

- a) it will promptly inform Country Road of any material changes to the Recipient's business or the Recipient's Project, including any change in key personnel.
- b) it will use the Funding Amount solely for the purpose of progressing and developing the Recipient's Project in accordance with the project plan set out in Schedule 2 ("**Project Plan**").
- c) it will report to Country Road on a quarterly basis, in the format agreed, on:
  - i. the progress of the Recipient's Project by reference to the Project Plan; and
  - ii. how the Funding Amount has been allocated to, and utilised in, the progress of the Recipient's Project including, if any Funding Amount has been distributed to third parties, detail of each third party and amounts distributed to each.
- d) if requested by Country Road it will provide:
  - i. documentary evidence to support the information provided under 3.2 c) ii); and/or
  - ii. an updated budget for tracking against the Project Plan and/or any documented Key Performance Indicator's including financial forecast of Recipient's Project with detail of funding contributions.
- e) if requested by Country Road, return the Funding Amount in full if it, or if any partners or co-collaborators in the Recipient's Project, commence business with, or are associated with, or receive funding from, an organisation in an Excluded Sector during the Term.
- f) it will not engage (and will, if applicable, ensure that its personnel, partners, subcontractors or co-collaborators in the Recipient's Project do not engage and have not engaged) in any activity, or be publicly associated with matters, which could (in the reasonable opinion of Country Road) reflect adversely upon Country Road brand or business or bring Country Road brand or business into disrepute.
- g) it will not, and will ensure that any partners, sub-contractors or co-collaborators in the Recipient's Project do not, without the express written consent of Country Road:
  - i. publicise, promote or reference Country Road's support for the Recipient's Project or the payment by Country Road of the Funding Amount;

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- ii. use the Country Road name or branding in any way.

Where Country Road provides consent for the Recipient to do so, any reference to Country Road or Country Road branding must be consistent and compliant with any direction given by Country Road.

- h) Country Road will not be liable for any loss, expense, damage or liability suffered or incurred by the Recipient or any tax liability incurred by the Recipient as a result of accepting the Funding Amount.
- i) Country Road is not responsible for any workers' compensation or other insurance relating to the Recipient's Project which is the sole responsibility of the Recipient.

### 4. AUDIT RIGHTS

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#### 4.1 Access and provision with information

The Recipient must, on Country Road giving reasonable notice, and at a time agreed:

- (a) allow Country Road and its representatives during the Recipient's office hours to:
  - (i) access any premises owned or occupied by the Recipient relevant to performance of the Recipient's Project; and
  - (ii) observe the operation of the Recipient's business/performance of the Recipient's Project;
  - (iii) inspect and audit the Recipient's relevant documents, records (whether in written, electronic or any other form) relevant to the performance of the Recipient's Project or any obligation under this Agreement.
- (b) provide Country Road with the documentation, material and information reasonably requested by Country Road,

to enable Country Road to verify the Recipient's compliance with this Agreement and any codes, policies, standards and procedures of Country Road and compliance with any relevant laws applicable to the performance of the Recipient's Project and/or performance of the Recipient's obligations under this Agreement including application or use of the Funding Amount.

#### 4.2 Recipient to provide assistance

For the purpose of complying with this clause 4, the Recipient must promptly and efficiently give Country Road and its representatives any assistance, information and documentation reasonably requested.

- 4.3 Country Road and its representatives must, if attending the Recipient's premises, comply with the Recipient's reasonable security requirements while present at the Recipient's premises.

### 5 BENEFITS TO BE PROVIDED TO COUNTRY ROAD BY THE RECIPIENT

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- 5.1 In consideration of Country Road providing the Funding Amount the Recipient agrees to provide Country Road with the following benefits:

- a) participation by the Recipient during the Term in agreed media or public relations material, footage and events created by or for Country Road to promote and showcase The Country Road Climate Fund which may be disseminated via a number of channels including on the Country Road website and social media platforms;

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- b) access during the Term to the Recipient's premises for Country Road and/or Country Road's media or promotional teams for the purpose of recording footage of the Recipient performing or working on the Recipient's Project;
- c) agreement that Country Road may use any footage (in whole or in part, whether in still or moving form) recorded in a visit to the Recipient's premises on Country Road's website, social media platforms or other channels to promote and showcase The Country Road Climate Fund;
- d) agreement that any footage referred to in c) above published during the Term, may remain on Country Road's website and/or social media platforms after the Term;
- e) any other benefits agreed between the parties

The parties acknowledge and agree that the benefits to be provided to Country Road by the Recipient may be varied by agreement during the Term.

5.2 If the Recipient's ability to comply with the obligations set out in clause 5.1 relies on consent or agreement of a third party (such as a land owner) Recipient will use best endeavours to obtain such consent or agreement.

## **6 TERMINATION**

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Country Road may immediately terminate this Agreement on notice to the Recipient if the Recipient:

- a) Breaches any warranty, undertaking or term of this Agreement.
- b) Goes into liquidation, or has a receiver, receiver and manager, administrator or similar appointed, or enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due; or
- c) is involved in a situation where Country Road reasonably believes the Recipient has brought or will bring the Country Road name, business or brand into disrepute.

If this agreement is terminated for any reason, Recipient must refund to Country Road, within 14 days of termination of this Agreement, any part of the Funding Amount paid by Country Road which has not been validly utilised by the Recipient in accordance with this Agreement at the date of termination.

## **7 GST**

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Where either party to this agreement ("Supplier") makes a supply under this agreement to the other party ("Recipient") and the consideration otherwise payable for the supply does not include GST (within the meaning of the GST legislation) the supplier will be entitled to recover from the Recipient, the amount of any GST payable on that supply if and when the Supplier provides a tax invoice (within the meaning of the GST legislation) to the Recipient. The amount of any cost recovery under this agreement shall be reduced by the amount of any input tax credits (within the meaning of the GST legislation) available in respect of those costs.

## **8 COSTS**

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Unless specifically stated to the contrary, each party is obliged to meet all costs and expenses required to comply with its obligations under this agreement.

## **9 PUBLIC STATEMENTS**

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No public statement may be issued by either party (or that party's personnel, partners, subcontractors or co-collaborators) with respect to this agreement or a matter referred to in this agreement without the prior approval of the other party. Announcements and statements that either party are legally or statutorily required to make are exempt from the above obligation.

### 10 GENERAL

- a) **Relationship.** Each party to this agreement is an independent contractor. The relationship between Country Road and Recipient does not create a relationship of employment, trust, agency, joint venture or partnership.
- b) **Variation.** No variation can be made to this agreement unless it is in writing and signed by all the parties.
- c) **Entire agreement.** This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter.
- d) **Governing Law.** This agreement takes effect, is governed by and will be construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.

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### SCHEDULE 1 – RECIPIENT'S PROJECT

**[Insert Description of Project]**

**SCHEDULE 2 – RECIPIENT’S PROJECT PLAN**

**[Insert Description of Project Plan]**



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### Signing Page

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**Executed as an Agreement.**

**EXECUTED** for and on behalf of **Country Road Clothing Pty Ltd** by its duly authorised representative:

\_\_\_\_\_

Signature of Representative

\_\_\_\_\_

Name of Representative

Date \_\_\_\_\_

**EXECUTED** for and on behalf of **[RECIPIENT NAME]**

by its duly authorised representative:

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Signature of Representative

\_\_\_\_\_

Name of Representative

Date \_\_\_\_\_