

COCA-COLA AUSTRALIA FOUNDATION FLAGSHIP AGREEMENT

Interpretation – definitions are at the end of the General Terms

Parties	CCAF	RECIPIENT
	Coca-Cola Australia Foundation Limited, as Trustee for The Coca-Cola Australia Foundation Name ABN Address Telephone Fax Attention	Name ABN Address Telephone Fax Attention

RECITALS

- A. Coca-Cola Australian Foundation Limited is trustee of the charitable trust, The Coca-Cola Australia Foundation (**CCAF**) that enables social change by providing money towards Projects that meet the objectives of CCAF.
- B. The Recipient has submitted an Application to CCAF for funds to be granted in relation to a Project. CCAF has elected to support the Project by providing a Grant on the terms set out in this Agreement.

EXECUTED as an agreement

EXECUTED by Coca-Cola Australia Foundation Limited in its capacity as trustee of The Coca-Cola Australia Foundation:

EXECUTED by **RECIPIENT**:

.....
 Director

.....
 Signature

.....
 Print name

.....
 Print name

.....
 Director/Company Secretary

.....
 Signature of witness

.....
 Print name

.....
 Print name

.....
 Date of execution

.....
 Date of execution

GENERAL TERMS

1. Recipient's Obligations

- 1.1 The Recipient agrees to carry out the Project in accordance with this Agreement.
- 1.2 The Recipient agrees to use its best endeavours to:
 - (a) complete the Project in accordance with any timetable agreed between the parties; and
 - (b) ensure that the Project complies in all material respects with the details set out in the Application.
- 1.3 The Recipient will use all due care and skill in carrying out and completing the Project in accordance with this Agreement.
- 1.4 The Recipient will observe and comply with all reasonable directions and instructions issued by CCAF, in relation to carrying out the Project.
- 1.5 The Recipient will co-operate with and provide all information and reports reasonably required by CCAF in connection with the Project. Without limitation, the Recipient will:
 - (a) supply all information reasonably required by CCAF to assist CCAF to comply with any reporting obligations; and
 - (b) provide Acquittal Reports as reasonably required and notified by CCAF, but no less than once a year.
- 1.6 The Recipient may not engage Sub-contractors to carry out any part of the Project without the prior written consent of CCAF. The Recipient will continue to be responsible for any part of the Project carried out by Sub-contractors.
- 1.7 The Recipient must provide full acknowledgement for the Grant provided by CCAF in any published material.
- 1.8 The Recipient must request CCAF's prior written approval, if at any stage there will be any material change to the Project that may reasonably impact upon the Project, or affect the completion of the Project in accordance with the Application. In any such circumstance, CCAF will consider the Recipient's request, including any reason for the change to the Project and will notify the Recipient of its acceptance or rejection of the change proposal within 14 days of receipt of the Recipient's request.

2. Grant

- 2.1 Subject to the Recipient's continued compliance with this Agreement, and CCAF being reasonably satisfied that the Recipient has complied with the Application as evidenced by the Acquittal Reports, CCAF will pay to the Recipient the Grant in connection with the Project in accordance with the following payment schedule:
 - (a) 1/3 will be paid within 30 days of the execution of this Agreement;
 - (b) 1/3 will be paid within 30 days of the first anniversary of this Agreement; and
 - (c) 1/3 will be paid within 30 days of the second anniversary of this Agreement.

3. Accounts and Inspection

- 3.1 The Recipient must keep separate management accounts for the Grant.
- 3.2 During the Term of the Agreement and for a two year period after expiry, the Recipient must keep accounts and records showing the invoices and expenses incurred on the Project for the duration of the Project.
- 3.3 During the Term, the Recipient must allow access to CCAF or any other person authorised by CCAF, to review and inspect the management accounts and records for compliance with this Agreement.

4. Insurance and Compliance with Law

- 4.1 The Recipient must hold and must ensure that its Sub-contractors also maintain, policies of insurance appropriate to the Project, unless otherwise agreed with CCAF.
- 4.2 The Recipient must comply with all applicable laws that apply in any way to the Project.

5. Termination

- 5.1 The Recipient may terminate this Agreement by written notice to CCAF if:
 - (a) CCAF commits a breach of this Agreement and does not remedy it within 14 days of the Recipient: giving CCAF written notice of the breach; or
 - (b) an Insolvency Event occurs in relation to CCAF.
- 5.2 CCAF may terminate this Agreement by written notice to the Recipient if:
 - (a) the Recipient commits a breach of this Agreement and does not remedy it within 14 days of CCAF giving the Recipient written notice of the breach;
 - (b) the Recipient commits an act or omission that, in the reasonable opinion of CCAF, is likely to negatively impact the brand or reputation of CCAF; or
 - (c) an Insolvency Event occurs in relation to the Recipient.
- 5.3 CCAF will have the right to withhold any instalment payments of the Grant whilst the Recipient is rectifying any breach notified to the Recipient by CCAF under clause 5.2(a).

5.4 On termination of this Agreement by CCAF, CCAF will not be obliged to make any further instalment payments of the Grant.

6. GST

6.1 The Recipient acknowledges that the Grant should not attract GST. The Recipient agrees take all steps reasonably necessary to ensure that the Grant has no GST consequences.

7. Entire Agreement

This Agreement contains the entire agreement between the parties about the Grant. Any previous written understanding, agreement, representation or warranty relating to the Grant is replaced by this Agreement and has no further effect.

8. Amendment

This Agreement may only be varied or replaced by a written agreement duly executed by each of the parties.

9. Governing Law and Jurisdiction

This Agreement is governed by the law in force in the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of the State in relation to all matters.

10. Definitions

In this Agreement:

Acquittal Reports mean any interim or final report that details:

- (a) the current activities on the Project;
- (b) the Recipient's current use of the Grant funding; and
- (c) the Recipient's expenditure of the Grant in accordance with the budget outlined in the Application.

Agreement means this agreement, including the Application.

Application means the online application form filled in by the Recipient, and upon which the determination by CCAF to award the Grant is based.

Grant means the grant provided by CCAF in the amount of \$600,000, or any other amount as notified by CCAF in writing.

Insolvency Event means the happening of any of these events:

- (a) in relation to a natural person:
 - (i) the person dies or becomes mentally or physically incapable of managing his affairs or an order is applied for or made to place the assets and affairs of the person under administration under any law relating to mental health or under any other administration;
 - (ii) the person commits an act of bankruptcy or assigns his estate for the benefit of creditors;
- (b) in relation to a corporation:
 - (i) an application is made to a court for an order, or an order is made, that the corporation be wound-up;
 - (ii) an official or provisional liquidator, trustee, administrator (whether voluntary or otherwise), or controller (as defined in the *Corporations Act 2001* (Cth)) is appointed in relation to the corporation or any of its assets or any action is taken for the appointment of such a person;
 - (iii) the corporation enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement);
 - (iv) the corporation resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
 - (v) the corporation is, states that it is, or becomes unable to pay its debts when they fall due or is deemed unable to pay its debts under the *Corporations Act 2001* (Cth) or any other applicable legislation.

Project means the project described in the Application.

Project Objectives means the objectives of the Project as identified in the Application.

Sub-contractor means a person approved by CCAF and engaged by the Recipient to carry out any part of the Project.

Term means the later of:

- (a) 3 years from the date of execution; or
- (b) completion of the Project.