



## **Award Agent Agreement 2018-2020**

Agreement between Awards WA Inc. and Award Agents seeking to deliver the Ignite Youth Award (Ignite Award).

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This Agreement is made on

between:

Awards WA (ABN 31 619 327 859) of Suite 58, City West Centre, 102 Railway Street, West Perth WA 6005]

and

## Glossary

<b>Term</b>	<b>Meaning</b>
<b>Award Agent</b>	A body such as a school/company/club/organisation that has been provided with permission by Awards WA to deliver the Award program as an Award Agent.
<b>Award Agent Policies</b>	the policies issued by the Award Agent from time to time.
<b>Award program</b>	the Ignite Youth Award (Ignite Award).
<b>Brand and Style Guidelines</b>	Means approved brand guidelines and style standards to ensure that all communications are consistent and must be used by approved persons who produce content for or on behalf of Awards WA
<b>Child Protection Legislation</b>	any child protection Law as in force from time to time including, but not limited to the Children and Community Services Act 2004 (WA).
<b>Ignite Award Application Form or Process</b>	the Ignite Award Application Form (containing the Parental or Guardian Consent Form) or process in the form prescribed from time to time by Awards WA and with such additions, but not deletions, as Awards WA may determine.
<b>Ignite Award Reference Book</b>	the Reference Book produced and distributed by Awards WA, as amended and updated from time to time by Awards WA, to be used by all Award Agents. The Ignite Award Reference Book is the key reference publication regarding the conditions and requirements of Ignite Award.
<b>Ignite Leader</b>	is the main source of information, guidance and support for the participants.
<b>Insurance Cover</b>	Means the insurance cover and minimum insurance cover as set out in item 8 of this Agreement.
<b>Local Policy or Local Policies</b>	the policies issued by Awards WA from time to time.
<b>Monitoring and Quality Assurance Policy</b>	the policy that provides a minimum framework and set of requirements to ensure that the Awards WA and their Award Agents are complying with the and implementing key Policies (including Governance and Program via the Ignite Award Reference Book).
<b>Personal Information</b>	information the participant gives to Awards WA about him or herself in connection with the Award program, either on this form or at any time in the future.
<b>Policy or Policies</b>	at any time, all policies and codes of conduct made available by Awards WA and having effect at that time.

<b>Privacy Policy</b>	the privacy policy of Awards WA as amended from time to time.
<b>Region</b>	location of operation of the organisation within Western Australia.
<b>Term</b>	the term of this Agreement as set out in item 3.
<b>Use of Name and Logo Policy</b>	the policy that aims to protect Awards WA brands and names in Australia. It further aims to standardise and coordinate the branding activities of Awards WA.

## 1 Agreement and Purpose

This Agreement grants to the Award Agent the provision to deliver the Award program in the Region for the Term and outlines a framework within which the parties can work together to support positive outcomes and personal development of young Western Australians.

The purpose of the agreement is to establish a supportive partnership between the parties as a commitment to youth development in Western Australia.

## 2 Relationship of the parties

This Agreement does not create any other relationship, such as a partnership, agency, trust, joint venture franchise and franchisee or employer and employee relationship.

## 3 Commencement and Term

The licence commences on the date of this Agreement and continues in force for three (3) years unless this Agreement is terminated earlier in accordance with item 7.

## 4 Commitment

In recognition of this agreement, each party commits to:

- Actively cross-promote and/or refer participation to the programs via events, activities, social media and other communications (where appropriate, e.g. annual reports).
- Consult each other regarding copy for promotional material and website.
- Provide invitations to relevant events.
- Acknowledge each program in their achievements.

## 5 Commitment of the Award Agent

The Award Agent will:

- a. appoint a person (“**Ignite Leader**”) to be the main source of information, guidance and support for the participants. The Award Agent may appoint more than one Ignite Leader and determine the ratio of participants per Ignite Leader;
- b. provide Awards WA with the names and qualifications of each appointed Ignite Leader;
- c. inform Awards WA of any change of Ignite Leader;
- d. undergo sufficient award training as determined by Awards WA;
- e. acknowledges and agrees that Awards WA owns (either solely or jointly), all right, title and interest, including branding and materials, in the Award program;
- f. agree that all branding and materials created by the Award Agent which are based on, or which incorporate or are derived from, or which further develop or improve upon, the Ignite Award branding

and materials, including any new trademarks used in relation to the Award program ("New Ignite Award") during the Term of this Agreement form part of the Ignite Award.

- g. not use the Ignite Award branding and materials for any purpose other than for the purpose of operating the Award program in the Region and it will not use the Ignite Award branding and materials in any way which would bring Awards WA into disrepute.
- h. use best endeavours to ensure that the quality of the services and materials in relation to which the Ignite Award branding and materials is used, complies with Awards WA's standards as notified from time to time;

The Award Agent agrees to use reasonable endeavours to ensure that the Ignite Leader:

- i. complies with the Award program requirements as set by Awards WA and as amended from time to time;
- j. complies at all times with all applicable Laws relevant to the delivery of the Award program in the Region in which the Award Agent delivers the Award program and with all of the Award Agent's obligations under this Agreement;
- k. complies and ensures that all Guides, instructors and volunteers (as applicable) comply with all Policies, Local Policies and the participant application process (as applicable);
- l. ensures that all of the Award Agent's Policies comply with all relevant Laws in the Region in which the Award Agent delivers the Award program and are not inconsistent with the Agreement Documentation, Ignite Award Application Process and Policies. Where an Award Agent's Policy is inconsistent with an Awards WA Policy, the Awards WA Policy prevails to the extent of the inconsistency;
- m. provides sufficient support to Ignite Leaders as necessary;
- n. ensures the Ignite Leaders confirm Guides, Instructors and Volunteers are appropriate people (as applicable) to participate in the delivery of the Award program, subject to any requirements advised by Awards WA;
- o. ensure that any person who acts as an Instructor, Assessor or Volunteer in relation to the Award program accepts in writing, or electronically, the Ignite Award Volunteer Code of Conduct;
- p. ensures that only persons who complete the relevant Participant Application Process and pay the local registration fee participate in the Award program;
- q. promptly remits the local registration fee to Awards WA. The Award Agent acknowledges that any amounts received from participants are held by the Award Agent for the Awards WA and that the Award Agent and the Ignite Leaders do not have any interest in those amounts;
- r. exercises due care and diligence in operating the Award program, including approving proposed activities to be undertaken by the participants as part of the Award program;
- s. reports all incidents to Awards WA as soon as possible after becoming aware of those incidents (ref: [www.awardswa.com.au/resource/incident-report-form](http://www.awardswa.com.au/resource/incident-report-form));
- t. takes reasonable steps to ensure that any Guide, Instructor or Volunteer who is an employee of the Award Agent is suitable and competent and possesses the skills and training relevant to their role in respect of the delivery of the Award program;
- u. provides to Awards WA such information requested by it for the purpose of determining whether the Award Agent has fulfilled its obligations under this Agreement;
- v. undertakes basic administration of the Award program including promotion activities, support meetings, planning, payment of fees and keeping accurate records;
- w. ensures the payment of a local agreement fee to Awards WA as required;
- x. ensures that police checks and referee/background checks are performed on Guides, Instructors and Volunteers where required by Child Protection Legislation;
- y. examines the Insurance Cover provided Awards WA and the Award Agent and agrees only to approve activities not covered by the insurance cover provided by Awards WA and the Award Agent if participants (and Parent/Guardian if under 18 years) take out separate insurance for those activities that are not covered by Awards WA's or the Award Agent's insurance and provide evidence of

Insurance Cover to the Award Agent. The participant is responsible for all risks arising from the participant's participation in such activities; and

- z. takes reasonable steps to ensure that any participant or person transporting participants participating in activities relating to the Award program, holds an appropriate and valid driver's licence and relevant insurance to cover the risk of injury to the people they drive.

## 6 Commitment of Awards WA

Awards WA agrees to:

- a. provide the Award Agent with the following:
  - information, resources and promotional materials for the Award program;
  - ongoing administrative and support services;
  - award training including Module 1 and Module 2 and networking opportunities;
  - a copy of the Ignite Award Reference Book;
  - copies of all Policies and Local Policies with which the Award Agent must comply;
  - copies of the Participant Application Process/Form;
  - details of the insurance coverage provided by Awards WA; and
  - details of any changes to the insurance coverage provided by Awards WA.
- b. comply at all times with all applicable Laws relevant to its role in respect of the delivery of the Award program; and
- c. comply with the Agreement Monitoring, Quality Assurance Policy and Use of Name and Logo Policy as amended from time to time.

## 7 Termination of the Agreement

The rights granted to the Award Agent under this item immediately terminate upon expiry or termination of this Agreement.

Upon termination or expiry of this Agreement, the Award Agent must immediately cease all use of the Ignite Award branding and material and return or destroy (at Awards WA's election) all Ignite Award branding and materials.

Either party may terminate this Agreement at any time by giving 90 days' written notice to the other party or such other notice period as the parties agree.

Awards WA may terminate this Agreement immediately upon service of a notice to the Award Agent if the Award Agent breaches a material obligation under this Agreement.

Upon termination of this Agreement, the Award Agent must:

- notify each Guide, Instructor and Volunteer and each participant within 5 days of the date of termination that this Agreement has been terminated; and
- ensure participants cease participation in the Award program through the Award Agent.

## 8 Insurance

The Award Agent must, as a minimum, keep current at all times during this Agreement the following insurance policies for the benefit of all Award Program participants:

- (1) Public & Product Liability insurance, for a minimum of \$20,000,000 (\$20 million) for any one incident or series of incidents arising from one event for public liability and in the aggregate for the year in respect to product liability. This includes cover for sexual molestation, for a minimum of \$5,000,000 (\$5 million);
- (2) Personal Accident insurance covering all participants and Volunteers (paid or unpaid) in relation to Award program activities; and

(3) such Workers Compensation insurance(s) as is required by law in the State or Territory of operation of the Award program.

Prior to the commencement of this Agreement, the Award Agent must provide to Awards WA certificates of currency for the insurance as detailed in item 8 (1) and (2).

All participant activities must be covered under the Award Agent's insurance policy. If the Award Agent reasonably considers any activity undertaken to be 'high' risk, it must check that the activity is covered under the Award Agent's insurance policy or take out separate insurance in relation to the 'high' risk activity.

**9 Variation**

A variation of this Agreement must be in writing signed by both parties.

**10 Signing**

Signed for and on behalf of

Awards WA (ABN 31 619 327 859) of Suite 58, City West Centre, 102 Railway Street, West Perth WA 6005 by its authorised representative

*Sign here*

*Representative*

*Sign here*

*Witness*

*Print name*

*Print name*

*Title*

*Title*

**Signed for and on behalf of**

(Award Agent) by its authorised representative

*Sign here*

*Representative*

*Sign here*

*Witness*

*Print name*

*Print name*

*Title*

*Title*