

MOVEMBER X

[INSERT FUNDED

PARTY]

MASTER FUNDING

AGREEMENT

DETAILS

Important information		
1.	Movember	<p>Movember Group Pty Ltd as Trustee for the Movember Foundation ABN 48 894 537 905 21-31 Goodwood St, Richmond VIC 3051</p> <p>OR</p> <p>Movember Foundation (US) EIN 77-0714052 8559 Higuera Street, Culver City CA 90232</p> <p>OR</p> <p>Movember Canada 767531-3 588 Richmond St W, Toronto, ON M5V 1Y9, Canada</p> <p>OR</p> <p>Movember Foundation New Zealand NZBN 9429043287550 13 Hargreaves Street, Auckland Central, Auckland 1011</p>
2.	Movember Contact	Name: [insert name] Email: [insert email address]
3.	Funded Party	Company Name: [insert] [ABN/EIN/ Company Number]: [insert] Address: [insert] Email: [insert] Phone: [insert]
4.	Funded Party Contact	Name: [insert name] Email: [insert email address]
5.	Commencement Date	[insert commencement date]
6.	End Date	[insert end date]
7.	Governing Law	State of Victoria, Australia OR State of California, USA OR Province of Ontario, Canada OR Laws of New Zealand

BACKGROUND

- A. Movember is a company and registered charity that seeks to raise awareness about, and money for, men's health.
- B. Movember has agreed to provide the Funding to the Funded Party for a project aligned to Movember's strategic goals.

TERMS & CONDITIONS OF AGREEMENT

1. TERM AND TERMINATION

- 1.1 This Agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with this clause 1 (**Term**).
- 1.2 Each Funding Statement commences on the Funding Statement Commencement Date and continues until the earlier of the following:
 - (a) the Funding Statement End Date; or
 - (b) if terminated by a Party in accordance with this clause 1.
- 1.3 Either Party may terminate this Agreement or a Funding Statement without further liability by giving 30 days written notice if:
 - (a) if a Party commits a material breach of this Agreement (which includes a breach of warranty provided pursuant to this Agreement) and such breach is not capable of remedy, or is not remedied within 14 days following receipt of written notice from the non-defaulting Party setting out details of the breach;
 - (b) if in a Party's reasonable opinion, its image, reputation or brand name has been or could be materially adversely affected by continuing the Agreement; or
 - (c) the other Party becomes insolvent.
- 1.4 Movember may, without further liability, and by written notice to the Funded Party:
 - (a) immediately terminate this Agreement or a Funding Statement if, in its reasonable opinion, this Agreement or Funding Statement is or likely to adversely affect its good name, reputation or standing;
 - (b) immediately terminate this Agreement or a Funding Statement if any representation or warranty made by the Funded Party is incomplete, untrue or misleading in any material way; or
 - (c) terminate this Agreement or a Funding Statement for any reason by giving 30 days written notice to the Funded Party.
- 1.5 Upon the End Date or termination of this Agreement (whichever occurs earlier):
 - (a) the Funded Party must repay to Movember any part of the Funding Amount not yet expended;
 - (b) any accrued rights and obligations will not be affected;
 - (c) each Party, at its own cost, must immediately remove and cease to refer to or use the other Party's Intellectual Property Rights which includes the other Party's name and logo;
 - (d) each Party must deliver or destroy (at its own cost) any marketing material and other material in its possession (including such material bearing the other Party's name, logo or branding), as requested by the other Party. For the avoidance of doubt, neither Party is required to delete such material pursuant to this clause 1.5(d) if the Parties mutually agree; and
 - (e) no Party will have any claim against the other Party for any alleged loss sustained because of this Agreement expiring or terminating.

2. FUNDING BY MOVEMBER

- 2.1 During the Term, Movember will provide the Funded Party with the Funding Amount as described in a Funding Statement entered into with the Funded Party.

- 2.2 On the Funding Statement Commencement Date, the Funding Statement becomes binding on the Parties and in consideration of the Funding Amount, the Funded Party will undertake the Funded Activities pursuant to the Project.
- 2.3 Movember may, in its sole discretion, withhold any part or all of the Funding Amount if Movember reasonably believes that the Funded Party has failed to satisfactorily perform the Funded Activities during the period to which the relevant payment relates.
- 2.4 The Funded Party acknowledge and agree that, subject to clause 3 of this Agreement::
- (a) the Funding Amount is inclusive of all taxes; and
 - (b) it must pay all taxes, duties and government charges imposed or levied in connection with the Funding Amount (and Movember is not liable for any taxes, if applicable).

3. USE OF FUNDS BY FUNDED PARTY

3.1 The Funded Party must only use the Funding Amount to undertake the Funded Activities.

3.2 If:

- (a) on the Funding Statement End Date or the termination of this Agreement (whichever occurs earlier) any part of the Funding Amount remains unspent, uncommitted or cannot be shown to the reasonable satisfaction of Movember to have been spent or committed in accordance with this Agreement; or
- (b) at any time during the Term Movember forms the reasonable opinion that the Funding Amount (in whole or in part) has been used by the Funded Party other than in accordance with this Agreement,

Movember may, by written notice to the Funded Party, require the Funded Party to repay part or all of the Funding Amount to Movember (as applicable). If such notice is given by Movember pursuant to this clause 3.2, the Funded Party must repay the amount set out in the notice within 10 business days of receipt of the notice.

4. FUNDED ACTIVITIES AND SPECIFIED PERSONNEL

4.1 Funded Activities

- (a) During the Term, the Funded Party agrees to undertake the Funded Activities in accordance with this Agreement and the Funding Statement (which includes complying with any relevant reporting obligations set out in the Funding Statement).

4.2 Specified Personnel

- (a) The Funded Party must:
 - (i) ensure the Specified Personnel are the primary personnel engaged to undertake the Funded Activities; and
 - (ii) notify Movember as soon as reasonably practicable if there are any changes to the Specified Personnel pursuant to this Agreement.
- (b) For the purpose of clause 4.2(a)(ii), the Funded Party may request a change to the Specified Personnel by giving prior written notice to Movember. Movember may, in its reasonable discretion:
 - (i) accept the proposed change to the Specified Personnel following which the parties will, in writing, vary the Agreement; or
 - (ii) not accept the proposed change to the Specified Personnel and terminate the Agreement by written notice to the Funded Party.

4.3 Sub-contracting

- (a) The Funded Party must not subcontract its obligations under this Agreement without the prior written consent of Movember (which may be reasonably withheld).

5. COMPLIANCE AND GOVERNANCE

5.1 Each Party must comply with all relevant Laws applicable to this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Background IP

- (a) Ownership of Background IP contributed by the Funded Party or Movember for the purpose of performing its obligations under this Agreement will remain with the contributing party.
- (b) The Funded Party grants Movember a non-exclusive, perpetual, irrevocable, worldwide and royalty-free licence to use, copy, modify and adapt its Background IP to the extent it is incorporated into the Project Materials and/or necessary for Movember to fully exercise its rights under this Agreement.
- (c) Movember grants to the Funded Party a non-exclusive, perpetual, irrevocable, worldwide and royalty-free licence to use, copy, modify and adapt its Background IP to the extent necessary for the Funded Party to participate in the Project and undertake the Funded Activities in accordance with this Agreement.

6.2 Project Materials

- (a) With the exception of the Outputs, the Funded Party will hold all rights, title and interest (including all Intellectual Property Rights) in the Project Materials.
- (b) The Funded Party grants Movember a non-exclusive, perpetual, irrevocable, worldwide and royalty-free licence to use, copy, modify, adapt and reproduce the Project Materials (including all Intellectual Property Rights) in accordance with its charitable objectives and for Movember to fully exercise its rights under this Agreement.

6.3 Acknowledgement

- (a) Neither Party is permitted to use or allow use of the Project Materials for any commercial purpose (which includes use for intended profit) without the prior written consent of the other Party.
- (b) Each Party must only use the other Party's Background IP and the Project Materials in accordance with this Agreement.
- (c) If, in a Party's reasonable opinion, it considers that the other Party's reference to its name or use of the other Party's Intellectual Property Rights is contrary to the provisions of this Agreement, the Movember Brand Guidelines or could affect the other Party's image or reputation in the eyes of the public, either Party may serve written notice on the other Party to that effect. Immediately upon receipt of such a notice, the infringing Party must, at its own cost:
 - (i) cease its use of material containing the offending reference to the other Party's name or Intellectual Property Rights; and
 - (ii) remove and destroy, or if the relevant material is not within its control, use its best endeavours to procure the removal and destruction of the material containing the offending reference to the other Party's name or Intellectual Property Rights.
- (d) Except as expressly stated otherwise, nothing in this Agreement confers on a Party any right, entitlement or interest to any Intellectual Property Right owned by the other Party at the end of the Term.

6.4 Warranties

- (a) Each Party warrants (to the best of its knowledge) that it is entitled to deal with all Intellectual Property Rights in the manner set out in this Agreement.
- (b) The Funded Party warrants that the carrying out of the Project will not infringe the Intellectual Property Rights of any third party.

7. BRANDING AND ACKNOWLEDGEMENT

7.1 Funded Party must ensure that all public statements and communications including without limitation all media releases, Social Media Updates, website updates or posts, stakeholder EDMs, print / broadcast ads, publications, and conference presentations and quarterly or annual reports relating to the Project, and any updates to the Project acknowledge the funding provided by Movember in

accordance with the Movember Branding Guidelines.

- 7.2 Subject to clause 7.3, the Funded Party must advise Movember (in writing) of, and involve Movember in, the preparation or planning of, and obtain Movember's approval of all such statements and communications referred to in clause 7.1 prior to their release. All such statements must, where possible, be provided to Movember for pre- approval at least five (5) days prior to any such statement or media release being released to the public.
- 7.3 Movember will provide a template that must be used by the Funded Party for all Social Media Updates. In addition to this, Movember will provide the Funded Party with written instructions detailing when the Funded Party may make public announcements about its involvement in the Project. Failure to comply with this clause 7.3 will be deemed a material breach for the purpose of clause 1.3.
- 7.4 Notwithstanding clause 7.3, Movember may request, in its sole discretion, the removal or amendment of any Social Media Updates if such material incorporates inappropriate content or creates a reputational risk for Movember which includes bringing Movember into disrepute or is otherwise detrimental to Movember or its fundraising (in the reasonable opinion of Movember). Failure to comply with this clause 7.3 will be deemed a material breach for the purpose of clause 1.3.
- 7.5 Movember may publicise the awarding of the Project Funding, including by releasing the Funded and Key Persons' names, amount of Funding and summary description of the Project, through a variety of media including without limitation through Movember's websites and social media.
- 7.6 Movember grants to the Funded a non-exclusive non-transferable royalty – free licence during the Term to use the Movember Marks, strictly for the purposes of this Agreement and strictly in accordance with the Movember Branding Guidelines.
- 7.7 Funded Party must participate in the Movember knowledge community to the reasonable satisfaction of Movember and must use best endeavours to disseminate new knowledge in the most appropriate format for the Program, including, but not limited to, knowledge translation activities, social media, journals, manuscripts, peer-reviewed publications, and books.
- 7.8 Funded Party must use best endeavours to ensure that all final peer-reviewed journal manuscripts that arise from the Project (in whole or in part) are made freely available through the relevant publisher's website or an online repository within six months of publication.
- 7.9 Funded Party must not engage, and must ensure that its employees do not engage, in conduct which in the reasonable opinion of Movember is likely to bring Movember into disrepute or is otherwise detrimental to Movember or its fundraising.
- 7.10 Funded must actively promote and encourage participation in the Movember campaign amongst Funded Party employees, partners, networks, ambassadors, and customers.

8. EVALUATION

- 8.1 Subject to the terms of this Agreement and the Evaluation Agreement, Movember will retain the Evaluator to undertake a comprehensive analysis of the Projects (**Evaluation**).
- 8.2 The Evaluation will be planned and conducted in such a manner as to enhance the usefulness of the findings from the Projects and to inform decisions and identify improvements for Movember.
- 8.3 The Evaluator will generate outputs for Movember based on its analysis of the Projects in accordance with its obligations under the Evaluation Agreement (**Outputs**).
- 8.4 Funded Party agrees and acknowledges the following:
 - (a) Funded Party shall grant the Evaluator the irrevocable licences set out in clauses 6.1(b) and 6.2(b) of this Agreement;
 - (b) Funded Party consents to the Evaluator's use, analysis, and evaluation of the Project Materials for the purposes of conducting the Evaluation in accordance with the Evaluator Agreement;
 - (c) Funded Party will fully cooperate and use all reasonable best efforts to work collaboratively with Evaluator and answer all reasonable questions and requests of the Evaluator; and
 - (d) Funded Party consents to the Evaluator communicating and/or disseminating the Outputs to Movember in any format, under any circumstances.

8.5 In the event that either Evaluator and/or Movember wish to disseminate or publish the Evaluation or Outputs to any third party, Evaluator will obtain the Funded Party's prior written consent, which shall not be unreasonably withheld.

9. CONFIDENTIALITY

9.1 Subject to clause 9.2, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party.

9.2 The obligations on the Parties under this clause 10 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its personnel in order to comply with its obligations, or to exercise rights, under this Agreement;
- (b) is in the public domain other than by a breach of this clause 10; or
- (c) is required to be disclosed by Law.

10. PRIVACY

10.1 The Parties must:

- (a) only use or disclose Personal Information obtained pursuant to this Agreement for the purpose of this Agreement;
- (b) take all reasonable steps to safeguard Personal Information;
- (c) comply with the Privacy Laws; and
- (d) immediately notify the other Party if it becomes aware of any threatened, suspected or actual breach of any obligation contained in this clause 10, whether by such Party or its personnel and:
 - (i) provide the other Party with all reasonable assistance required to mitigate, investigate and resolve the breach; and
 - (ii) consult with the other Party before making any notifications to regulators, impacted individuals or third parties.

11. DATA PROTECTION

11.1 Each Party agrees that it will, in relation to personal data processed in connection with this Agreement:

- (a) use reasonable security measures to protect such data in its possession against unauthorised access, use, loss or disclosure, including establishing and maintaining reasonable safeguards which are no less rigorous than industry best practice; and
- (b) collect, process and store all such personal data in accordance with the Data Protection Legislation.

12. INSURANCE

12.1 The Funded Party must take out and maintain with reputable insurance companies such insurance policies as reasonable for the purpose of this Agreement, including but not limited to the following insurance policies:

- (a) Public Liability: not less than \$5,000,000; and
- (b) Professional Indemnity: not less than \$5,000,000.

12.2 The Funded Party must provide certificates of currency or other appropriate evidence of such insurance on the reasonable request of Movember.

13. INDEMNITY

13.1 The Funded Party indemnifies Movember with respect to all damages, costs, claims, demands, liabilities and expenses or other liability suffered because of the Funded Party, or its agents, employees or contractor's act/omission, negligence, reckless or intentional default, including any

breach of the Agreement, save to the extent that such damages, costs, claims, demands, liabilities or expenses are caused by Movember.

14. REPRESENTATION AND WARRANTIES

14.1 Each Party represents and warrants to the other Party that:

- (a) it has the legal capacity and power to enter into this Agreement and is able to meet its obligations set out in this Agreement;
- (b) entering into this Agreement will not breach any of its obligations to any third party which includes the Intellectual Property Rights of a third party;
- (c) it has made no assignments, grants, licences, encumbrances, obligations or agreement whether written, oral or implied, inconsistent with the terms of this Agreement;
- (d) it is in sound financial standing, and it will immediately notify the other Party in writing of any events that occur or circumstances that arise which adversely affect, or could adversely affect, any such standing;
- (e) it has or will obtain, at its own expense, all approvals, certifications, registrations, licenses, consents and/or permits from all relevant governmental agencies necessary to perform its obligation under this Agreement; and
- (f) it will comply with all Laws applicable to this Agreement and will not do or omit to do anything which may cause the other Party to breach any such Laws.

14.2 The Funded Party represents and warrants to Movember:

- (a) the Specified Personnel (and any other personnel engaged for the purpose of the Funded Activities):
 - (i) have the necessary qualifications, skills, resources and experience to successfully undertake the Project and Funded Activities in a proper, skilful, careful and diligent manner;
 - (ii) have all the necessary rights, authorisations and permissions (including necessary ethical and regulatory permissions) in order to carry out its obligations pursuant to this Agreement;
 - (iii) will not undertake the Funded Activities in the absence of any necessary rights, authorisations or permissions; and
- (b) it will comply with any reasonable directions of Movember in relation to the Funded Activities.

15. RELATIONSHIP OF THE PARTIES

15.1 The Funded Party has no authority, right or power to contract on behalf of Movember or bind Movember in any way to any third party or to assume or create any obligation or responsibility (whether express or implied) on behalf of Movember, except with the prior written consent of Movember.

15.2 No joint venture or relationship of partnership, principal and agent, employer and employee or trustee and beneficiary is intended by this Agreement.

16. DISPUTE RESOLUTION

16.1 Each Party must make a representative available to meet and discuss any queries, concerns, issues or disputes arising under or in connection with this Agreement.

16.2 The Parties agree that each respective representative will meet in good faith with a view to resolving such dispute within 14 days of the dispute arising. For the avoidance of doubt, and for the purpose of this clause 16, the Parties agree that such meeting may be facilitated over the telephone or through the utilisation of video-conferencing facilities.

16.3 Nothing in this clause 16 is to be taken as preventing either Party from seeking interlocutory relief in respect of such a dispute.

17. GOVERNING LAW

17.1 This Agreement is governed by the Laws set out in the Details and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Details.

18. NOTICES

18.1 Any notice, demand, consent or other communication given or made under this Agreement must be in writing and signed by a person duly authorised by the sender and delivered to the intended recipient of the relevant Party by pre-paid post, by hand or by email.

19. SURVIVAL

19.1 Clauses 1.5, 3.2, 6, 7, 8, 10, 11, 13, 14.1, 15, 16, 17, 18, 20, 21, 22 and this clause 19 survive the expiration or termination of this Agreement (whichever occurs earlier).

20. DEFINED TERMS

20.1 In this Agreement, these terms have the following meaning:

Agreement	means this agreement, as amended from time to time including any Funding Statement issued pursuant to it.
Background IP	means any Intellectual Property Rights existing prior to the Commencement Date or developed independently of this Agreement.
Commencement Date	means the commencement date as set out in the Details.
Confidential Information	means any technical, scientific, commercial, financial or other information of, about or in any way related to a Party, including information designated by a Party as confidential, which is disclosed, made available, communicated or delivered to the other Party for the purpose of this Agreement, but excludes information which is in, or which subsequently enters the public domain other than as a result of a breach of this Agreement and which a Party can demonstrate was: <ul style="list-style-type: none"> • in its possession prior to the date of this Agreement; • independently developed by a Party; or • lawfully obtained by a Party from another person entitled to disclose such information.
Data Protection Legislation	means all applicable legislation in force from time to time relating to the processing of personal data and privacy (including the EU General Data Protection Regulation 2016/679 as amended from time to time, if applicable).
End Date	means the end date as set out in the Details.
Evaluation	has the meaning given in clause 9.1.
Evaluator	means the external evaluator, their employees, agents, and assigns, retained as the third-party evaluator by Movember at its sole discretion to conduct the Evaluation from time to time as the case may be, in accordance with the Evaluation Agreement.
Evaluation Agreement	means any agreement between Movember and the Evaluator (as amended from time to time) governing the evaluation protocols of the Project
Funded Activities	means the funded activities undertaken by the Funded Party pursuant to the Project as set out in the relevant Funding Statement.
Funding Amount	means the funding amount provided by Movember to the Funded Party for the purpose of undertaking the Funded Activities as set out in the relevant Funding Statement.
Funding Statement	means a funding statement issued under this Agreement in the form set out in Appendix A.

Funding Statement Commencement Date	means the commencement date set out in the relevant Funding Statement.
Funding Statement End Date	means the end date set out in the relevant Funding Statement.
Intellectual Property Rights	means all intellectual property rights, including but not limited to the following rights: <ul style="list-style-type: none"> patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; any application or right to apply for registration of any of the rights referred to above; and all rights of a similar nature to any of the rights above which may subsist anywhere in the world, whether or not such rights are registered or capable of being registered.
Key Person	means the person or persons (if any) set out in the relevant Funding Statement.
Law	means any statute, ordinance, code, regulation, by-law, local law, official directive, order, instrument, undertaking, applicable Government policy or guideline, applicable judicial, administrative or regulatory decree, judgment or order and any related conditions, authorisations, licences, permits, consents, or similar requirements, including all applicable rights and obligations under the common law (if applicable).
Movember Brand Guidelines	means the guidelines for the use of the Movember Marks issued to the Funded Party from time to time and set out in Appendix B.
Movember Marks	means all registered and unregistered names, trademarks and logos, including goodwill, owned by or licenced to Movember, including those specifically set out in Appendix B.
Outputs	has the meaning given in clause 9.3.
Parties	means Movember and the Funded Party and Party means either one of them.
Personal Information	has the meaning given in the definitions for 'personal information' or 'health information' (as applicable) in the relevant Privacy Laws.
Privacy Laws	means all privacy laws that apply to either of the Parties.
Project	means the project set out in the relevant Funding Statement.
Project Materials	means all materials (including all Intellectual Property Rights) created by the Parties pursuant to the Project and Funded Activities, but does not include any Background Intellectual Property, Confidential Information or any of the Movember Marks.
Social Media Updates	means updates on social media platforms including Facebook, Instagram and YouTube, and any other Movember approved online platforms used by the Funded Party.
Specified Personnel	means the specified personnel set out in the relevant Funding Statement.
Term	has the meaning given in clause 1.1.

21. INTERPRETATION

21.1 In this Agreement, unless the context indicates a contrary intention:

- (a) expressions have the meaning given to them in the Details and Defined Terms sections of this Agreement;
- (b) including and similar expressions are not to be treated as words of limitation;

- (c) an obligation not to do something includes an obligation not to cause and not to permit it to be done;
- (d) words denoting the singular include the plural and vice versa;
- (e) a reference to:
 - (i) an individual or person includes a corporation, partnership, venture, association, authority, trust, state or government;
 - (ii) a party is a party to this Agreement and includes that party's executors, administrators, successors and permitted assignees;
 - (iii) a document, including this Agreement, is to that document as amended, novated, renewed, substituted or supplemented at any time;
 - (iv) any legislation is to any amendment, re-enactment, substitution or consolidation of that legislation, and includes any subordinate legislation issued under that legislation;
 - (v) [dollars or \$ is to an amount in Australian currency] OR [dollars or \$ is to an amount in USD] OR [dollars or \$ is to an amount in CAD] OR [dollars or \$ is to an amount in NZD]; and
 - (vi) this Agreement is not to be construed against a Party because that Party was responsible for the drafting of this Agreement.

22. GENERAL

- 22.1 This Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 22.2 Any variation to this Agreement must be affected in writing and executed by each Party.
- 22.3 Each Party must promptly do whatever the other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.
- 22.4 This Agreement may consist of a number of counterparts and if so, the counterparts taken together constitute one document.
- 22.5 Each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing, and performing its obligations under this Agreement.
- 22.6 A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 22.7 A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 22.8 Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- 22.9 Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

EXECUTION

Agreed by **Movember**

Signed for [insert Movember entity] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Agreed by **Funded Party**

Signed for [insert name of the Funded Party] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

APPENDIX A - FUNDING STATEMENT TEMPLATE

This Funding Statement is entered into and made a part of the Master Funding Agreement dated [insert] (Agreement) between [insert Movember entity] (Movember) and [insert name] (Funded Party).

In the event of any conflict between the terms and conditions of this Agreement and those of this Funding Statement, the terms and conditions of this Agreement will take precedence unless explicitly stated otherwise below. Any capitalised terms used but not defined shall have the meanings ascribed in the Agreement.

Movember agrees to pay the Funded Amount to the Funded Party in accordance with the terms of this Agreement.

Funding Statement		
1.	Funding Statement Commencement Date	The date this Funding Statement is signed by both Parties.
2.	Funding Statement End Date	[insert]
3.	Specified Personnel	[insert name and title of the Funded Party's specified personnel]
4.	Project	[insert overview of Project]
5.	Key Person	[insert]
6.	Funding Amount	[insert]
7.	Funded Activities	The Funded Party will provide the Funded Activities as set out in <i>Attachment 1- Funded Activities</i> (insert dates)
8.	Payment Terms	On receipt of a valid invoice, Movember will make payment to the Funded Party within 30 days. Payment will be made into the account nominated by the Funded Party as set out in this Funding Statement.
9.	Payment Schedule	The Funding Amount for the Funded Activities will be paid by Movember in accordance with the Payment Schedule set out in <i>Attachment 2 - Payment Schedule</i> (insert date).
10.	Nominated Account	Account name: [insert] BSB: [insert] Account Number: [insert] Bank Name: [insert]
11.	Reporting	[insert]

Signed on behalf of **[insert Movember entity]** by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Signed on behalf of **[insert name of Funded Party]** by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____