

**REQUEST FOR PROPOSAL – ESPORTS AND GAMING MENTAL HEALTH AWARENESS
TRAINING**

Request for Proposal

ISSUE DATE: 5 February 2026

CLOSING TIME: 6 March 2026

DOCUMENT STRUCTURE:

Section	Description
Part A	General information and instructions to Respondents
Part B	Specific RFP requirements – overview of the services requested, key dates and any other requirements.
Part C	Proposed agreement (including any schedules and annexures)

PART A – GENERAL INFORMATION AND INSTRUCTIONS

1. INTRODUCTION

1.1. The Opportunity

Movember is seeking Respondents from Canada, Europe, UK, and the US to submit a Proposal to design and deliver Mental Health Awareness Training specifically designed for the esports ecosystem - targeted at building knowledge and skills in supporters of players and the esports community. This training ultimately aims to build capacity across the esports ecosystem to create psychologically safe environments for young men aged 12-25 (as set out further in Part B).

1.2. About Movember

Movember is the leading charity changing the face of men's health on a global scale. Since 2003, the charity has created a men's health movement, funding men's health projects around the world, challenging the status quo, shaking up men's health research and transforming the way health services reach and support men. They have taken on mental health and suicide prevention, prostate cancer, and testicular cancer and as a result, men are living healthier, longer lives.

Movember are working with their community and expert partners all year round to improve the health of men and boys, their families, mates, and communities. Raising awareness and critical funds to tackle some of the most complex problems affecting men's health today. The charity's vision is to have an everlasting impact on the face of men's health. Leading the charge in encouraging men to adopt healthy behaviours, challenging health systems and confronting gender norms to reduce health inequalities and save more lives.

1.3. Purpose of this RFP

The purpose of this RFP is to:

- (a) invite each Respondent to submit a fully costed and binding Proposal;
- (b) provide each Respondent with general information to assist in the preparation and lodgement of Proposals; and
- (c) set out information about the evaluation and assessment process, and other requirements of Movember.

2. THE RFP PROCESS

2.1. Proposed RFP timetable

- (a) The RFP process timetable and requirements for lodgement is set out in Part B.
- (b) Movember will acknowledge receipt of Proposals by email via the Grants Management Portal – Foundant and Respondents must retain email confirmation as verification that the application has been received.

2.2. Communications

Unless directed otherwise, Respondents must direct their communications with Movember, including any questions arising during the preparation of a Proposal or requests for clarification, via email to Jack Simcoe at esportgaming-mhtraining@movember.com.

2.3. Questions

Prior to the Closing Time, all questions and enquiries received from a Respondent, and the

subsequent answers to such questions, may be shared with all Respondents. Movember may refuse to answer any question at any time.

3. SUBMISSION OF PROPOSALS

3.1. Proposal documents

In lodging a Proposal, each Respondent understands and agrees that:

- (a) its Proposal must conform with the requirements of this RFP (including the requirements set out in Part B);
- (b) its Proposal will become the property of Movember at the time of lodgement and will be treated as confidential; and
- (c) Movember may use and copy the Proposal as required for the purpose of this RFP process, evaluating the Proposals, negotiating a contract and external audit requirements.

3.2. Non-conforming Proposals

A Proposal may be regarded as non-conforming if it is not lodged in accordance with the terms and conditions or the requirements of this RFP. Movember may, in its absolute discretion, accept or reject a Proposal that is non-conforming.

3.3. Validity Period

Proposals are to remain valid and open for acceptance by Movember for a period of 120 days from the Closing Time.

3.4. Costs and expenses

Participation in any stage of this RFP is at the Respondent's sole risk, cost and expense. In particular, all costs incurred by or on behalf of a Respondent in relation to this RFP, including:

- (a) in relation to preparing and lodging a Proposal;
- (b) providing Movember with any further information; or
- (c) attending briefings, meetings, interviews and participating in subsequent negotiations with Movember,

are wholly the responsibility of the Respondent (regardless of whether the Respondent is successful in the RFP process).

3.5. General Proposal Requirements

Proposals submitted under this RFP must include the following:

- (a) information about the corporate profile of the Respondent including, but not limited to:
 - (i) information on corporate and ownership structure, including information on related bodies corporate;
 - (ii) information about how long it has been in business;
 - (iii) details about the Respondent's management team and key personnel who will be involved in implementing the Services;
 - (iv) confirmation that there is no past, current, pending or finalised litigation that would impact upon the Respondent's ability to perform the Services, or an explanation of such litigation;
 - (v) particulars of any petition, claim, action, judgment or decision which is likely

to impact or affect the Respondent's performance of the Services;

- (b) information about how the Respondent will meet each of the requirements set out in this RFP;
- (c) details about the delivery of similar services which the Respondent has been involved in (which are relevant to the Services), including the contact details of applicable referees for whom the Respondent has provided similar services;
- (d) any other matters that are relevant to the Respondent's ability to perform the Services, including any 'value add' services; and
- (e) details about the Respondent's payment terms for the payment of all fees and costs in relation to the provision of the Services.

4. PROPOSAL EVALUATION AND ASSESSMENT

4.1. Overview

The evaluation of Proposals by Movember will be based on the information provided by Respondents as set out in their Proposals. The evaluation of Proposals will be completed in accordance with:

- (a) any assessment criteria set out in Part B;
- (b) the best 'value for money' Proposal as a whole (assessed at Movember's complete discretion) – this involves consideration of both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each Proposal; and
- (c) the Respondent's ability to satisfy Movember that it is able to comply with any service, reporting or insurance requirements as set out in this RFP in its performance of the Services.

4.2. Independent enquiries

Movember may make independent enquiries about any of the matters that may be relevant to the evaluation of the Proposal. Movember reserves the right to contact Respondents' referees, or any other person, directly and without notifying the Respondent.

5. ENGAGEMENT OF RESPONDENT

5.1. Notification

If Movember decides to proceed with a Respondent, Movember will notify the preferred Respondent in writing. Unsuccessful Respondents will not be contacted unless otherwise stated in this RFP. Prior to formally engaging the preferred Respondent, execution of a formal agreement as set out in section 5.2, will be required.

5.2. Execution of Agreement

- (a) By submitting a Proposal, and if Movember decides to proceed with a Respondent, the Respondent agrees that any agreement set out in Part C (or a similar version of it) will apply to the Services to be provided pursuant to this RFP (**Agreement**).
- (b) When submitting its Proposal, the Respondent must identify any terms of the Agreement which it considers it is unable to comply with (if any) and provide justification for its reasoning. Such submission in no way confirms Movember will accept the Respondent's position or agree to amend the Agreement if the Respondent's Proposal is successful.
- (c) Notwithstanding the binding nature of a Proposal, the Respondent acknowledges that

there is no binding agreement with Movember until the Agreement is executed by the Respondent and Movember.

6. GENERAL

6.1. Insurance

The Respondent must take out and maintain with reputable insurance companies such insurance policies as set out in Part B and/or as reasonable for the purpose of the requirements of this RFP, including the Services (at Movember's request). The Respondent must also provide certificates of currency or other appropriate evidence of such insurance on the reasonable written request of Movember.

6.2. Conflict of interest

Where a Respondent identifies that circumstances or relationships exist (or may arise in the performance of the Services) which constitute or may constitute a conflict or potential conflict of interest, the Respondent must detail that conflict of interest in their Proposal.

Where any actual or potential conflict of interest is notified, Movember may, in its absolute discretion, take any action it considers appropriate.

If any actual or potential conflict of interest arises after the Closing Time and prior to submitting a Proposal, the Respondent must immediately notify Movember in writing.

6.3. Confidentiality

Each Respondent acknowledges that it is under an obligation of confidentiality to ensure that this RFP and any other documents or information concerning this RFP is kept confidential and is only used for the sole purpose of preparing a Proposal and participating in this RFP process. This obligation of confidentiality survives the termination or expiration of the RFP process, and any further written agreements between the parties.

6.4. Anti-competitive conduct

- (a) Respondents must not engage in any collusive, anti-competitive or similar conduct with any other Respondent in relation to the RFP process which includes, but is not limited to:
 - (i) preparation, content or lodgement of their Proposal; and
 - (ii) the conduct of negotiations with Movember.
- (b) For the purpose of this clause 6.4, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information, whether or not such information is confidential to Movember or any other Respondent.

6.5. Intellectual Property

All documents comprising this RFP remain the property of Movember. All copyright and other Intellectual Property Rights contained in this RFP are, and remain, vested in Movember.

6.6. Accuracy of RFP

Whilst all due care has been taken in connection with the preparation of this RFP, Movember does not make any warranties or representations that the content of this RFP or any part of it or any information communicated to or provided to Respondents in connection with this RFP or during the RFP process is, or will be, accurate, current or complete. Movember will not be liable in respect of any information communicated or provided which is not accurate, current or complete or for any omission from this RFP. Respondents should conduct their own independent investigations, review and analysis of the information set out in this RFP.

6.7. Movember's rights

Movember may, in its absolute discretion and at any time without penalty:

- (a) amend this RFP, provide additional information or clarification and/or change the structure and timing of the RFP process. Any changes to this RFP will be communicated by Movember in writing. It is the responsibility of each Respondent to ensure they are referring to, and referencing, the most up to date RFP;
- (b) suspend, defer, discontinue or vary the RFP process (including during the negotiation process);
- (c) determine, at any stage a shortlist of Respondents;
- (d) require additional information or clarification from a Respondent;
- (e) before final selection (with or without shortlisting), enter into negotiations with one or more Respondents (including parallel negotiations with one or more Respondents or negotiations with all Respondents) or select a successful Respondent;
- (f) exclude or disqualify a Respondent, or discontinue negotiations with a Respondent for any reason; and
- (g) negotiate with or enter into contractual arrangements with a party who is not a Respondent and enter into a contract with that party on such terms as Movember accepts.

6.8. Acknowledgement

In lodging a Proposal, the Respondent acknowledges that:

- (a) it has reviewed this RFP, any documents referred to in it, and any other information made available in writing by Movember in relation to this RFP process;
- (b) this RFP is designed to summarise information concerning Movember's requirements only and is not necessarily a comprehensive description;
- (c) to the maximum extent permitted by law, neither Movember, nor its employees, advisors or agents will in any way be liable to any person or body for any claim related to this RFP;
- (d) in lodging a Proposal, it did not rely on any express or implied statement, warranty or representation, whether written or oral other than as expressly contained in this RFP;
- (e) it did not use the improper assistance of Movember's employees;
- (f) it has satisfied itself as to the correctness and sufficiency of its Proposal;
- (g) nothing in this RFP is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory or other rights;
- (h) all Respondents are deemed to accept the terms and conditions contained in this RFP, which will also form part of a further written agreement between the parties (if the Respondent is successful in the RFP process).

7. DEFINED TERMS

In this RFP, these terms have the following meaning:

Term	Definition
Closing Time	means the date and closing time for submitting a Proposal as set out in section 2.1, or as otherwise extended by Movember in writing.
Commencement Date	means the commencement date of the Services.
Intellectual Property Rights	means all intellectual property rights, including but not limited to the following rights: <ul style="list-style-type: none">a. 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;b. any application or right to apply for registration of any of the rights referred to above; andc. 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.
Movember	<p>Movember means one or more of the following entities within the Movember Group, as determined and advised by Movember at its sole discretion:</p> <p>Movember Group as trustee for the Movember Foundation (ABN 48 894 537 905);</p> <p>Movember Foundation (US) (EIN 77-0714052)</p> <p>Movember Canada (BN 767531-3)</p> <p>Movember Europe Ltd (Company No. 7275694); and</p> <p>Movember Europe Trading Ltd (Company No. 7604578)</p>
Proposal	means the documents constituting the Respondent's offer to deliver Movember's requirements under this RFP.
Respondent	means a person or organisation who offers to deliver the Services pursuant to this RFP.
RFP	means this Request for Proposal, including all attachments, annexures, or schedules.
Services	means the services or deliverables to be provided by the Respondent, as set out in Part B.

PART B – RFP REQUIREMENTS

1 KEY DATES

1.1 Proposed RFP timetable

The following table provides indicative dates in relation to this RFP process (which, may be amended by Movember in writing at any time in its sole discretion):

Activity	Date
RFP issued	5 February 2026
Closing Time	By 5:00 pm on 6 March 2026 (EST)
Evaluation and shortlisting of Respondents	9 - 20 March 2026
Interviews (if required)	Week of 23 March 2026
Provide Statement of Work (SoW) and other relevant documentation, as requested by Movember under this RFP	Week of 4 April 2026
Notice of outcomes	Week of 10 April 2026
Commencement Date	This project will be completed by 31 December 2026

1.2 Lodgement of Proposals

The Proposal must be lodged by the Closing Time electronically to the following Movember Grant Management portal at

<https://www.grantinterface.com/Home/Logon?urlkey=movember>.

1.3 Proposal Format

- Proposals should be a single [MS Word or PDF] document:
- prepared in Arial font (regular), minimum 11 point and in single-spaced text;
- on an A4-sized page 8.3" x 11.7" (21cm x 29.7cm) with 1" (2.54cm) margin on all sides of each page; OR Letter sized page 8.5" x 11" with 1" (2.54cm) margin on all sides of each page;
- include a header on each page with the Respondent's name in the top left-hand corner, and the page number in the top right-hand corner; and password protected (if applicable).
- Maximum **6 pages** (excluding cover page and references)

2 SERVICES

2.1 Overview

MENTAL HEALTH TRAINING DESIGN AND DELIVERY OUTLINE

Movember is committed to enhancing mental health and fostering psychologically safe environments for gamers and esports enthusiasts. This involvement aims to leverage the power of esports, ultimately transforming the way the community engages with and prioritises mental well-being to create psychologically safe spaces for all.

Initiative Goals

- The mental health of young men has been enhanced by improving their ability to successfully navigate the stressors of adolescence.
- The likelihood of men utilising unhealthy coping mechanisms has been reduced.

What We Mean by Mental Health Awareness Training

This training provides baseline knowledge and response skills for player supporters—staff, coaches, managers, moderators, teachers, and caregivers—those responsible for keeping players well and safe. The training takes a socio-ecological approach, building capacity in the system around the player while potentially including a component for players themselves. Baseline training enables safe, trusted supporters to recognise emerging mental health concerns and respond in an evidence-based and supportive way. This early intervention approach promotes good mental health and reduces chances of escalating mental health challenges.

Awareness includes mental health literacy, spotting the signs, seeking/ providing/ signposting support and basic coping strategies. Training builds the ability to provide person-centred and authentic responses with a strong focus on practical implementation that participants can easily adopt.

The training product must be evidence-based, relevant to different cultural contexts and regions, be available digitally and easily adapted with zero or low maintenance costs, enabling maximum reach/ scale. Ideally, this funding catalyses multi-year unrestricted access to evidence-based training no matter where in the esports ecosystem you are.

Target Audience

The training is designed for player supporters across the esports and gaming ecosystem who interact with or support young players aged 12-25.

Primary audiences include:

- Esports teams and organizations (managers, coaches, player support staff)
- Tournament and event organizers
- Gaming organizations and governing bodies (with emphasis on amateur/ grassroots/community level)
- Community moderators and online supporters
- Educational and support networks (teachers, parents, caregivers, youth workers)
- Players themselves who may be supporting other players

The training must benefit grassroots players and be accessible for esports operating at the amateur/community levels, not just elite competitors. Specific content or learning outcomes may be required for coaches and other key roles.

Expected Impact

Expected impacts align with Movember's goals to enhance young men's mental health and reduce unhealthy coping mechanisms. The training will build mental health literacy, improve support capabilities, shift cultural norms in gaming communities, and create psychologically safe gaming environments with sustainable sector-wide capacity

2.2 Service Requirements

We are seeking a concise proposal outlining your approach to designing and delivering Mental Health Awareness Training for player supporters across the esports and gaming ecosystem who work with or support young men aged 12–25. Expected date for completion is 31 December 2026, however proposals that allow a product to live on beyond this term will be considered favourably.

Your proposal should directly address how you will meet each requirement below and provide a clear explanation of the methods, tools, and processes you will use to accomplish them. Specifically, Respondents should address the priority areas of focus including:

- a) **Grassroots Focus:** Training must benefit grassroots players and be accessible for community levels, not only elite competitors. Proposals should consider if specific content or learning outcomes are required for coaches and other key supporter roles.
- b) **Co-Design Requirement:** Training must involve co-design with players and experts (if they are not already on a team) with direct input throughout the development process, ensuring player voice and lived experience inform the approach and final product.
- c) **Accessibility and Neurodiversity:** Neurodiverse and diverse perspectives are strongly encouraged with resources designed for inclusion and broad accessibility across different learning styles, abilities, and needs.
- d) **Cultural Contextualization:** Training must be contextualized to esports culture and be culturally relevant and adaptable across different cross-cultural and regional contexts within community esports environments. The lead organisation must be based in Canada, Europe, UK, or the US and be able to ensure the training/ product are available in each of these regions. Open access from other regions would be considered favourably.
- e) **Evaluation Requirement:** Training must build mental health awareness and involve evaluation and reporting of outcomes and/or research to measure effectiveness and impact.
- f) **Strength-Based Approach:** Training must build and identify coping and self-care skills that leverage player strengths and the positive aspects of esports and gaming participation.
- g) **Digital First Approach:** Training must be designed, implemented and scaled as a digital first product that reduces (or prevents) the need for ongoing investment, with an access portal available through the Movember Website. The training product must adhere to relevant accessibility, quality, data, privacy, technical and governance standards, for example ISO2007, for Canada, Europe, UK, and the US.
- h) **Clear Pathway to Impact:** Proposals must demonstrate established connections and concrete delivery plans with evidence of existing relationships, networks, or capacity rather than aspirational statements about attempting to build partnerships.
- i) **Other considerations**
 - i. **Training Development Focus:** This is an RFP for training and development and not a pure research grant or isolated academic exercise, though research-informed approaches are valued.
 - ii. **Partnership and Collaboration:** Partnership and collaboration are welcomed and encouraged, with links to industry bodies and existing initiatives particularly valued to build on current work in the sector.
 - iii. **Novel Approaches Preferred:** Preference is given towards novel approaches—this doesn't need to be another workshop! Creative and engaging delivery methods that resonate with esports communities are encouraged.

2.3 Reporting Requirements

Report	Date for completion
<p>The first payment milestone/s will be triggered by:</p> <ol style="list-style-type: none"> 1. Fully executed agreement. 2. Full proposal detailing how the service will be delivered, key milestones and performance indicators. 	April 30, 2026
Monthly performance updates.	Monthly from contract execution

<ul style="list-style-type: none"> • A draft final report for Movember's review and feedback. • A review meeting involving relevant stakeholders. • Final Report detailing what was delivered and its impact. 	December 2026 (or as negotiated)
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2.4 Insurance Requirements

Prior to the Commencement Date, the Respondent must ensure that the following insurances are in place before the Commencement Date and for the duration of the agreement:

Insurance type	Amount
Public Liability:	not less than \$10m
Professional Indemnity:	Not less than \$5M

2.5 PROPOSAL CONTENT - Submissions must include:

(a) A cover page containing the following:

- (i) Name and contact details of the Respondent phone number, email, and mailing address
 - Total approximate Budget to provide the Service
 - A brief statement outlining your understanding of the purpose of this RFP and what Movember is looking for from Respondents
- (ii) A statement confirming that in lodging the RFP you meet Movember's eligibility criteria and a written statement of confirmation of your compliance with Part A, Section 3.5, alongside any relevant information about the organisation.

(b) Proposal Body

Respondents must provide the following information in their Proposal. Submissions should be clear, comprehensive, and demonstrate an ability to meet all requirements of the Services.

(c) Capability and Capacity

Provide detailed information demonstrating your organization's capability and capacity to deliver the Services. This should include descriptions of your operational systems, tools, quality assurance practices, and internal processes that support reliable and effective service delivery.

(d) Relevant Expertise and Experience

Outline your organization's expertise and experience relevant to the Services. This section must include:

- A description of your organization's background and competencies in delivering similar work.
- Profiles of key personnel, including their qualifications, roles, and responsibilities for this project.

Examples of previous projects or engagements that demonstrate successful delivery of

services comparable in scope and complexity.

- Describe the infrastructure and resources available to support delivery of the Services.
- Explain your management approach, including staffing plans, resource allocation, oversight processes, risk management strategies, and any tools or systems (both internal and third-party) that will ensure high-quality and timely delivery.

(e) **Budget**

Provide a clear and detailed pricing structure for the Services amounting to no more than AUD \$270,000 (CAD \$248,598 / GBP £139,624 / USD \$181,598 / EUR €166,037 equivalent) inclusive of GST/VAT or relevant taxes.

Your submission must outline all costs associated with completing the work, including fees, expenses, and any variable or optional components. The pricing should directly correspond to the scope of work, deliverables, and resource requirements.

(f) **Approach and Delivery Plan**

Respondents must provide a comprehensive approach and delivery plan for the design and delivery of the Mental Health Awareness Training program. The plan should include:

i. **Training Design Methodology**

Describe the methodology you will use to design the training, including how content will be structured, developed, and validated.

ii. **Content Development Process**

Explain how you will incorporate evidence-informed practices, lived experience, and esports/gaming cultural context into the training materials. Please refer back to the priority inclusion points in the service requirements

iii. **Delivery Model**

Outline the proposed delivery format(s) (e.g., in-person, virtual, hybrid) and the instructional and facilitation strategies you will use to engage participants effectively.

iv. **Development and Delivery Timeline**

Provide a clear timeline with key milestones, phases, and dependencies for both the design and delivery components.

(g) **Quality Assurance**

Describe the processes, tools, or frameworks you will use to ensure high-quality, accurate, and appropriate training content and delivery.

(h) **Tools and Technologies**

Identify any platforms, technologies, or learning tools that will support the design, delivery, or evaluation of the training.

3. PROPOSAL EVALUATION AND ASSESSMENT CRITERIA

The assessment criteria for this RFP are:

- (a) the capability and capacity of the Respondent to perform the Services (25%);

- (b) the Respondent's relevant expertise and experience to conduct the Services including the Respondent's key personnel and previous experience in providing services similar to the Services (25%);
- (c) the strength of the approach and delivery plan relative to other submissions (20%);
- (d) the extent to which the Respondent has demonstrated it has the infrastructure, resource capacity and management approach to provide the Services (20%); and
- (e) the proposed pricing structure and value for money as evidenced by the Respondent (10%).

PART C – AGREEMENT

**MOVEMBER X
[INSERT SERVICE
PROVIDER]
MASTER SERVICES
AGREEMENT**

MOVEMBER X [INSERT SERVICE PROVIDER]

DETAILS

Section A: Important information		
1.	Movember	<p>Movember Canada 767531-3 Address: 301-130 Spadina Ave, Toronto, ON M5V 1X9, Canada Email: info.ca@movember.com Phone: 416-591-7771</p> <p>Movember Foundation (US) EIN 77-0714052 Address: 1616 17th St. Santa Monica, CA 90404 Email: info.us@movember.com Phone: 310-450-3399</p> <p>Movember Europe Ltd Company number: 7275694 Charity Reg. Number: 1137948 (England & Wales) and SC041981 (Scotland)</p> <p>Movember Europe Trading Ltd Company number: 7604578 Address: Gensurco House, 52-54 Rosebery Avenue, London EC1R 4RP Phone number: +44 207 952 2060</p>
2.	Movember Contact	<p>Name: [insert name] Email: [insert email address]</p>
3.	Movember Accounts Contact	[insert email address]
4.	Service Provider	<p>Company Name: [insert] BN: [insert] Address: [insert] Email: [insert] Phone: [insert]</p>
5.	Service Provider Contact	<p>Name: [insert name] Email: [insert email address]</p>
6.	Service Provider Accounts Contact	[insert email address]
7.	Commencement Date	[insert commencement date]
8.	End Date	[insert end date]

Section B: Services information	
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9.	Services	As set out in the Statement of Work
10.	Deliverables	As set out in the Statement of Work
11.	Milestones	As set out in the Statement of Work
12.	Fee	As set out in the Statement of Work

BACKGROUND

- A. Movember is a company and registered charity that seeks to raise awareness about, and money for, men's health.
- B. Movember wishes to receive, and the Service Provider wishes to provide, the Services set out in the Statement of Work and on the terms set out in this Agreement.

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 Statement of Work commences on the Statement of Work Commencement Date and continues until the earlier of the following:
 - (a) the Statement of Work End Date;
 - (b) the date all Services under the Statement of Work have been provided by the Service Provider in accordance with the relevant Statement of Work (in Movember's reasonable opinion); or
 - (c) if terminated by a Party in accordance with this clause 1.
- 1.3 Either Party may immediately terminate this Agreement or a Statement of Work without further liability by giving written notice:
 - (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 terminate this Agreement or a Statement of Work, for any reason, by giving the Service Provider 30 days' written notice.
- 1.5 Upon the End Date or termination of this Agreement (whichever occurs earlier):
 - (a) the Service Provider must stop providing the Services, unless otherwise requested by Movember;
 - (b) Movember will pay the Supplier the Fee relevant to the Services provided up until the date of termination (unless the Supplier has terminated this Agreement in accordance with clause 1.2).
 - (c) any accrued rights and obligations will not be affected;
 - (d) 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;
 - (e) 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(e) if the Parties mutually agree; and
 - (f) no Party will have any claim against the other Party for any alleged loss sustained because of this Agreement expiring or terminating.

2. PROVISION OF SERVICES

- 2.1 Subject to clause 2.4, Movember may request that the Service Provider provide the Services by submitting a Statement of Work to the Service Provider during the Term.

2.2 On the Statement of Work Commencement Date, the Statement of Work becomes binding on the Parties and in consideration of the Fee, the Service Provider will provide the Services to Movember in accordance with the terms of this Agreement.

2.3 In providing the Services, the Service Provider must:

- (a) deliver the Services in accordance with the Milestones and Deliverables;
- (b) act in a diligent and professional manner, with due skill, care and attention;
- (c) employ staff with qualifications and experience appropriate for the provision of the Services;
- (d) comply with all legal and regulatory requirements;
- (e) complete all filings and documentation as required by any relevant governmental authorities and agencies and obtain all required consents, approvals and permits as needed;
- (f) ensure appropriate records are maintained in relation to its performance of the Services, and provide Movember access to such record upon the reasonable request of Movember;
- (g) provide Movember with a financial reconciliation of all Fees spent upon reasonable request of Movember; and
- (h) ensure that goods and products used and produced in relation to the Services (including any Deliverables):
 - (i) are of good quality and fit for purpose;
 - (ii) are produced in conformity with all relevant ethical trading and sourcing regulations;
 - (iii) minimises the impact on the environment from its operations; and
 - (iv) are sourced with processes in place to ensure similar standards are met within the Service Provider's own supply chains for goods and products sourced for Movember pursuant to this Agreement as set out in clauses 2.3(h)(i) to 2.3(h)(iii) above.

2.4 The Service Provider agrees that Movember:

- (a) has no obligation to enter into a Statement of Work with the Service Provider;
- (b) has no obligation to purchase a minimum amount of Services from the Service Provider; and
- (c) may engage with or purchase other services that are similar or equivalent to the Services from any third party (in its discretion).

3. NON-CONFORMING SERVICES

3.1 If the Services (or part of the Services) do not, in the reasonable opinion of Movember, comply with this Agreement, the Service Provider must, at the election of Movember and without limiting any other remedy of Movember pursuant to this Agreement or at Law:

- (a) re-supply the Services, at the Service Provider's own cost; or
- (b) credit to Movember the total amounts Movember has paid in relation to the Services or not invoice Movember for such Services (as applicable).

4. COMPLIANCE AND GOVERNANCE

4.1 The Service Provider must comply with all relevant Laws applicable to providing the Services under this Agreement, including without limitation by obtaining all necessary permits and approvals.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Parties agree that all right, title and interest in and to any Contract IP are the exclusive property of Movember. To give effect to this clause 5.1, the Service Provider must execute all such documents and do all such acts as Movember may reasonably require.

5.2 Movember grants the Service Provider, for the Term, a non-exclusive, royalty free, non-transferrable licence to use the Contract IP solely for the purposes of performing its obligations under this Agreement. When using the Contract IP, the Service Provider must ensure that the Contract IP does not harm public health, safety, or wellbeing. Any use of the Contract IP by the Service Provider determined to be harmful to the public by Movember must be amended to remove harmful elements or have access restricted until appropriate safeguards are implemented (as approved by Movember).

- 5.3 The Parties acknowledge and agree that any Background IP remains the property of that Party.
- 5.4 The Service Provider grants Movember a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, reproduce, publish, modify, and adopt its Background IP to the extent necessary to fully exercise its rights in the Contract IP.

6. PAYMENT AND TAX

- 6.1 In consideration of the Service Provider supplying the Services to Movember in accordance with this Agreement, Movember will pay to the Service Provider the Fee following receipt of a valid tax invoice from the Service Provider.
- 6.2 The Parties acknowledge and agree that:
- (a) any amount payable pursuant to this Agreement is inclusive of all costs, taxes, duties, charges and disbursements (as applicable); and
 - (b) each party will comply with their own relevant tax obligations for their entities.

7. BRANDING AND ACKNOWLEDGEMENT

- 7.1 Pursuant to clause 7.2, publication of any materials whether written or otherwise relating to this Agreement and which incorporate the other Party's name, logo or branding may only be published with the prior written approval of that Party (which will not be unreasonably withheld) and provided such approval is sought, at least five (5) Business Days prior to the production deadline.
- 7.2 In the event that:
- (a) either Party reasonably refuses to provide its consent pursuant to clause 7.1, the Parties will use their reasonable endeavours to agree upon any relevant alterations required to such material. The Parties acknowledge and agree that both Parties must provide consent prior to the publication of any altered material; or
 - (b) the relevant Party does not provide written consent within five Business Days, the other Party can assume consent has been given for the purpose of clause 7.1.
- 7.3 In addition to clauses 7.1 and 7.2, Movember may request, at its sole discretion, the removal or amendment of any public materials whether written or otherwise relating to this Agreement by the Service Provider if such material incorporates inappropriate content (which includes content that may be harmful to the public) or creates a reputational risk for Movember and/or its funding partners when presenting information in an inappropriate or inaccurate context. Movember reserves the right to request the removal of such materials based on Movember's reasonable determination.
- 7.4 For the purpose of clauses 7.1 and 7.3, such material includes but is not limited to:
- (a) promotional materials including badges, banners, brochures, certificates, forms, invitations, posters, printed clothing, programs, signs, tickets and uniforms; and
 - (b) publicity material, media releases and similar material (whether digital or otherwise).

8. CONFIDENTIALITY

- 8.1 Subject to clause 8.2, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party.
- 8.2 The obligations on the Parties under this clause 8 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 8; or
 - (c) is required to be disclosed by Law.

9. PRIVACY

- 9.1 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 9, 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.

10. DATA PROTECTION

- 10.1 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.

11. INSURANCE

- 11.1 The Service Provider must take out and maintain the following insurance policies for the purpose of this Agreement:
- (a) Public Liability: not less than \$10m; and
 - (b) Professional Indemnity: not less than \$5M.
- 11.2 The Service Provider must provide certificates of currency or other appropriate evidence of such insurance on the reasonable request of Movember.

12. INDEMNITY

- 12.1 The Service Provider indemnifies Movember with respect to all damages, costs, claims, demands, liabilities and expenses or other liability suffered because of the Service Provider, 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.

13. REPRESENTATION AND WARRANTIES

- 13.1 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.

13.2 The Service Provider represents and warrants to Movember:

- (a) it will perform the Services with due care, skill and diligence and in a professional manner consistent with this Agreement, applicable standards, principles, practices and Laws (which, for the avoidance of doubt, includes compliance with Anti-Slavery Laws); and
- (b) its personnel are appropriately qualified to provide the Services.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 The Service Provider must not without the prior written approval of Movember:

- (a) transfer or assign any of its rights or obligations under this Agreement; or
- (b) subcontract the performance of the Services (or part of the Services).

15. RELATIONSHIP OF THE PARTIES

15.1 The Service Provider 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 in force in Province of Ontario, Canada and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Province of Ontario, Canada.

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, 8, 12, 13, 16, 17, 18, 20 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 Statement of Work issued pursuant to it.
Anti-Slavery Laws	means any Law which prohibits exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is

	applicable in the jurisdiction in which a Party is registered or conduct business or in which activities relevant to this agreement are to be performed.
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	<p>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:</p> <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.
Contract IP	means any Intellectual Property Rights created directly as a result of, or in the course of, the Service Provider providing the Services to Movember.
Data Protection Legislation	means the EU General Data Protection Regulation 2016/679 as amended from time to time; together with all other applicable legislation in force from time to time relating to the processing of personal data and privacy.
Deliverables	means the deliverables as set out in the Details.
End Date	means the end date as set out in the Details.
Fee	means the fee as set out in the Details.
Intellectual Property Rights	<p>means all intellectual property rights, including but not limited to the following rights:</p> <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.
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.
Milestones	means the milestones as set out in the Details.
Parties	means Movember and the Service Provider 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 Law.
Privacy Laws	means any privacy Laws which apply to either Party.
Services	means the services as set out in the Details which includes the Deliverables and Milestones.

Statement of Work	means a statement of work issued under this Agreement In the form set out in Appendix 1.
Statement of Work Commencement Date	means the commencement date set out in the relevant Statement of Work.
Statement of Work End Date	means the end date set out in the relevant Statement of Work.
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, CAD or \$ is to an amount in Canadian currency; 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 Movember Canada/US/EUROPE by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Agreed by **Service Provider**

Signed for [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

APPENDIX 1 - STATEMENT OF WORK (TEMPLATE)

This Statement of Work is entered into and made a part of the Master Services Agreement dated [insert] (**Agreement**) between **Movember Canada/Europe/US/** (**Movember**) and [insert name] (**Service Provider**).

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

The Service Provider agrees to provide the Services and Movember agrees to pay the Fee in accordance with the terms of the Agreement.

Statement of Work		
1.	Services	[insert the services being provided by the Service Provider to Movember pursuant to this Agreement]
2.	Deliverables	[insert deliverables]
3.	Milestones	[insert milestones]
4.	Fee	\$(insert fee)
5.	Statement of Work Commencement Date	The date this Statement of Work is signed by both Parties
6.	Statement of Work End Date	[insert]

Signed on behalf of Movember Canada by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Signed on behalf of [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____