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HARVEY RIVER RESTORATION TASKFORCE INC.



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## AUSPICING AGREEMENT

PHCC Administrative & General Support for HRRT

An Agreement between

*Peel-Harvey Catchment Council Inc.*

ABN: 77 806 505 566

and

Harvey River Restoration Taskforce Inc. (HRRT)

ABN: Nil

Project period: 1 May 2019 or 10 June to 30 June 2020

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58 Sutton Street, Mandurah  
Western Australia 6210  
T: +61 8 6369 8800

[www.peel-harvey.org.au](http://www.peel-harvey.org.au)

*We acknowledge the Noongar people as Traditional Custodians  
of this land and pay our respects to all Elders past and present*

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## 1 Context

The Harvey River Restoration Taskforce (HRRT) is a small, incorporated, community group which has been delivering community engagement and on-ground river restoration outcomes in the Harvey Basin for the past two decades in alignment with the HRRT's Strategic Plans.

Since 2009 at HRRT's request, the PHCC has offered to auspice the administration of HRRT's financial affairs and when required to sponsor funding applications.

This Auspicing arrangement continues in accordance with this Agreement.

## 2 The Project in Terms of this Agreement

This project is entitled "PHCC Administrative Support for HRRT", herein 'the Project'.

## 3 Agreement Details

DESCRIPTION	DETAILS
1. Commencement Date	<u>1 May 2019</u>
2. Funding Provider	Peel-Harvey Catchment Council Inc. ABN 77 806 505 566
3. Representative	Name: Ms Jane O'Malley Position: Chief Executive Officer Phone: 08 6369 8800 Email: jane.omalley@peel-harvey.org.au
4. Recipient	Name: Ms Jennifer Stringer Position: Chair Business Name: Harvey River Restoration Taskforce Inc ABN: Nil Address: Waroona Landcare Centre, 93 South Western Hwy, Waroona, 6215
5. Recipient Representative	Name: Jane Townsend Contact phone : 08 9733 2588
6. Insurance	Public Liability (Held by HRRT) Policy Name: Local Community Insurance Services – Annual Public and Products Liability (\$20million) No.: AT A172000PLB (QBE) Expiry date: 31/08/2019

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Vehicle (Held by HRRT)

Policy Name: SGIO  
No. MOT 600053926  
Expiry date: 9/03/2020

Trailer (Held by HRRT)

Policy Name: TBA  
No.  
Expiry date: Click here to enter a date.

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Workers' Compensation (Held by Shire of Waroona)

Policy Name: N/A - Provided by Shire of Waroona

Volunteers Insurance (Held by HRRT)

Policy Name: Volunteer Workers Death & Capital (\$50,000, weekly \$500)  
No. AT A175000PAD (QBE)  
Expiry date: 31 August 2019

Waroona Landcare Centre Contents Insurance (Held by PHCC)

Policy Name: Business Pack Insurance  
No. SPX021712004  
Expiry date: Click here to enter a date.  
Comment: Contents: \$18,000  
Rewriting of Records \$50,000  
Held by PHCC for the Centre, for items purchased through PHCC accounts; any items purchase through Shire of Waroona Landcare Account will be insured by the Shire.

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7. Agreement Completion & Review Date:

This agreement will be reviewed annually in accordance with HRRT's Rules – Review date 30/06/2020

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•Professional Indemnity  
•Director's Insurance

8. Invoices

All invoices to be directed to [finance@peel-harvey.org.au](mailto:finance@peel-harvey.org.au)

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## 4 Glossary of Terms

In this Agreement, unless the context otherwise requires:

**Agreement** means this Agreement (Contract), including its recitals and any schedules or attachments.

**Approved Project or Project** means the Project or Approved Purpose set out in the project description or schedule.

**Auspicng Fee** means any amount, mutually agreed by the parties that PHCC charges HRRT in respect to this Agreement.

**Activity** means the undertaking by the Recipient in regard to achieving the negotiated deliverable outcomes and milestones which are specified in this Agreement and Schedule 1 to 2.

**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Applicant.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Catchment** means the hydrological catchment of the Peel-Harvey.

**Confidential Information** includes but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Agreement, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which Party receiving the information from the other party ought to have known was confidential and includes all such information that may be in the possession of their employees and agents.

**Donations** means grants, donations, sponsorships, or other funds provided by a Funding Body or any other form of income including bank interest;

**DGR** means deductible gift recipient.

**GST** means any form of goods and services tax payable under the GST Law;

**GST Law** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**Financial records** means invoices, receipts, bank statements, copies of cheques, and reconciliations of bank balance, receipts and expenditure.

**Funding Body** means a giver of a grant, donations, sponsorships or other funds;

**Operational Budget** is the budget for the day to day operations of the HRRT known as HRRT Support

**Papers** means academic papers and other materials that are produced as part of the agreed project and that are intended to be published in a national or international journal.

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**PHCC** means the Peel-Harvey Catchment Council Inc.

**PHCC's Representative** means the Chief Executive Officer, or Legal representative of PHCC, or any other Officer authorised by the Board.

**PHCC Supervisor** means the PHCC's Project manager.

**Parties** mean the PHCC and the Recipient to this Agreement.

**Project** means the "operations of the Harvey River Restoration Taskforce in accordance with their strategic directions documents and any related projects implemented in order to achieve their objectives" as per this Agreement.

**Project budget** means the budget developed for any Donation received for a project towards achieving HRRT's strategic directions.

## 5 Parties to the Agreement

Peel-Harvey Catchment Council (PHCC) (ABN 77 806 505 566) of 58 Sutton Street, Mandurah, Western Australia, 6210, is the Auspisor for this Agreement.

Harvey River Restoration Taskforce (HRRT) of 93 South Western Highway Waroona, 6215 and c/- P.O. Box 20 Waroona, 6215, is the Auspicee to this Agreement.

PHCC and HRRT commit to notify and consult each other on matters that come to their attention that may improve the operation of this Agreement.

## 6 Term of the agreement

6.1 This agreement begins **1 May 2019** or **10 June** and continues until **30 June 2020** or until it is otherwise terminated in accordance with this agreement, whichever comes first (Term).

6.1.1 The Parties may vary the Term of the Agreement by written consent.

6.1.2 In varying the Term of Agreement, depending on the variation and to minimise impact on the other party, up to three months' notice must be given by either party.

## 7 Service Fee

The PHCC in-kind support for the HRRT is estimated at approximately \$15,000, per annum.

For the purposes of this Agreement PHCC does not charge a fee for this Auspicing arrangement.

The need to charge a fee may be reviewed in alignment with changing circumstances of either party.

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## 8 Project Scope in Context of this Agreement

The Harvey River Restoration Taskforce seeks funding to deliver on-ground and community engagement outcomes in accordance with their strategic directions documents:

- 8.1 Mission: The Harvey River Restoration Taskforce is a community-based organisation acting as a catalyst within the Harvey River catchment for the protection and rehabilitation of waterways.
- 8.2 Vision: The waterways of the Harvey River catchment are thriving & vibrant, supporting healthy communities and productive landscapes.
- 8.3 Goals:
  - 8.3.1 Catchment Resilience: Improve long-term resilience, and area protected, of waterway and wetland habitat within the Harvey River catchment.
  - 8.3.2 Practice Change: Increase stakeholder adoption of best practice waterway management within the Harvey River catchment.
  - 8.3.3 Community Connection: Maintain a 'sense of place' to enhance, and connect community with, the waterways of the Harvey River catchment.
  - 8.3.4 Business Sustainability: Implement best practice business management principles to ensure growth, financial security, and relevance of the program over time.
- 8.4 The HRRT receives support from PHCC to manage and administrate their finances.
- 8.5 The HRRT Community Panel approves project budgets for implementation by the HRRT Rivercare Manager.
- 8.6 The Rivercare Manager oversees project delivery and raises Purchase Orders for expenditure and provides approved Invoices for payment. Purchase Orders and Invoices are also approved by an additional HRRT representative for processing by PHCC Finance Manager.

## 9 PHCC support for HRRT

HRRT is a small incorporated community group. HRRT's Mission, Vision, Goals and Values align with this of PHCC.

HRRT does not hold an ABN or run its own financial accounts. PHCC has a long standing arrangement to receive and administer HRRT's finances, in recognition of the work that the HRRT undertake that align with PHCC objectives. PHCC runs a separate book of accounts for HRRT.

The support PHCC provides to HRRT includes:

- a. Receipt of Donations, to be held separately from PHCC funds within the HRRT specific accounts.
- b. Establishment of HRRT Operating and Project budgets in HRRTs book of accounts/activity report in accordance with the budgets provided by HRRT.

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- c. Provision of a Motorcharge Card through PHCC's account.
- d. Provision of a Credit Card facility through PHCC's account to purchase and pay for goods & services up to an approved monthly limit as set by PHCC.
- e. Processing of Purchase Orders raised by PHCC.
- f. Payment of all HRRT invoices within 30 days of receipt, in accordance with PHCC policy.
- g. Advocacy and support for the HRRT operations.
- h. Project planning and design support.
- i. Contracting HRRT to deliver services on behalf of the PHCC.
- j. Supervision, mentoring, collaborative support from the PHCC team.

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## 10 PHCC Sponsorship - HRRT Grant Applications

- 10.1 PHCC generally agrees to be the sponsoring applicant on any grant applications to Funding Bodies where HRRT cannot apply under their own name, with endorsement of the PHCC CEO.
- 10.2 Notwithstanding clause 10.1, both Parties acknowledge that the receipt of Donations for new HRRT projects places an additional administrative burden on the PHCC. Often the grant funding does not allow for HRRT to claim administrative funds that may in part offset PHCC's additional administrative costs. This is at times emphasised where small Donations are received that carry a large financial administrative burden. PHCC's internal policy is to not apply for such Donations. To address this factor:
  - 10.2.1 Where PHCC is required to act as a sponsor HRRT will at the earliest possible time inform PHCC of the funding opportunity and confirm if PHCC is in a position to sponsor the application for funds.
  - 10.2.2 Prior to applying for funds where PHCC is not required as a sponsor, HRRT agrees to confirm at the earliest opportunity with PHCC that PHCC is in a position to support the administration of the project's funds. HRRT understands that PHCC will endeavour to provide support but cannot guarantee it.

## 11 Raising of Donations/Funds and Responsibilities

- 11.1 HRRT (Auspicee), acting in accordance with clause 10, is responsible for securing Donations to provide funding to cover the Operating and Project costs of the HRRT.
- 11.2 HRRT is responsible for meeting all requirements of the funding body's agreements and all reporting requirements.
- 11.3 PHCC (Auspisor) is responsible for all HRRT's financial administrative requirements in regard to receipt of funds; notwithstanding HRRT's responsibilities in regard to budgets, Purchase Orders and Invoices.

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11.4 PHCC is responsible for arranging any financial auditing requirements that are a condition of the receipt of Donations (funds).

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11.5 The PHCC will allocate on a monthly basis interest earned by HRRT funds in accordance with the proportional allocation provided to all PHCC project accounts.

11.6 Except as set out in this agreement, the PHCC will not otherwise assist HRRT whether financially or otherwise to secure Donations.

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11.7 Notwithstanding clause 11.6 PHCC agrees to assist HRRT on funding applications where resources allow and/or success of the grant would be mutually beneficial in meeting both organisation's objectives, pending PHCC resources.

11.8 PHCC commits, where possible, to identifying opportunities to support HRRT's capacity to meet their strategic directions.

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## 12 Financial administration

12.1 PHCC agrees to establish and provide HRRT with details of a separate set of financial operating accounts to receive and manage all Donations.

12.2 PHCC agrees to receive and hold all Donations received in the operating accounts established under clause 12.1, for the financial accountability and administration of the Project, and to distribute and apply Donations for and in accordance with this agreement and its implementation by the parties.

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12.3 PHCC agrees to distribute interest to the operating accounts on a proportional basis, allocated quarterly.

12.4 PHCC agrees to manage auditing requirements.

12.5 HRRT agrees to use the Motor Charge Card in accordance with PHCC's policy.

12.6 HRRT agrees to use the Credit Card Facility in accordance with PHCC's policy; noting that a Purchase Order must be raised for any Credit Card purchase.

12.7 The parties agree to comply with, and enable the compliance of, all financial accountability requirements of Funding Bodies in respect of Donations secured pursuant to this agreement.

12.8 The HRRT acknowledges and agrees that the PHCC is not liable for any deficit in funds not received from any Funding Body, or for any expenditure beyond the Budget that has been incurred whether or not for the benefit of the Project.

12.9 If at the conclusion of a funded project there are surplus funds available, the parties will comply with the Funding Body's regulatory requirements. Expenditure allocation of any surplus funds retained is at the discretion of the HRRT Community Panel.

12.10 For twelve months after the termination or expiration of this agreement, each Party will permit access to its accounts and records, relating wholly or in part to this agreement, and to any of its

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offices or buildings where that information may be held, by the other Party and its duly authorised agents and employees, for the purpose of verifying compliance with this Agreement and to take copies of all such information.

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## 13 Obligations of Auspicee - HRRT

HRRT will:

- 13.1 Contribute to implementation of this Agreement in a professional and business-like manner.
- 13.2 Not conduct business in any way which would damage the PHCC's public image or reputation.
- 13.3 At all times work in the best interests of the PHCC in relation to this Agreement.
- 13.4 Provide sufficient information and take all reasonable steps to enable the PHCC to comply with all grant funding contractual obligations, including the provision of progress reports, final reports and financial acquittal documentation;
- 13.5 Arrange adequate insurance as set out in Clause 3;
- 13.6 Secure all Donations from Funding Bodies without any assistance from the PHCC, both financially and non-financially, except as otherwise set out in this agreement.
- 13.7 Inform the PHCC immediately should the HRRT secure Donation approval or should such approval be modified or withdrawn, including any detail requested by the PHCC;
- 13.8 Provide Operational and Project budgets in a timely manner.
- 13.9 Provide purchase orders and tax invoices to PHCC in a timely manner (i.e. within a week of raising or receiving them), and upon receiving new Donation approvals provide copies of the funding agreement to PHCC so that PHCC may verify financial reporting obligations.
- 13.10 Submit claims for reimbursements in accordance with PHCC policy.
- 13.11 In a timely manner inform the PHCC if the HRRT does not have the capacity to undertake the Project and therefore continue with this agreement
- 13.12 Not represent in any manner that they are an agent for the PHCC or that they have the capacity to bind the PHCC in any respect.

## 14 Obligations of Auspicor - PHCC

PHCC will:

- 14.1 Contribute to implementation of this Agreement in a professional and business-like manner.
- 14.2 Not conduct business in any way which would damage the HRRT's public image or reputation.
- 14.3 At all times work in the best interests of the HRRT in relation to this Agreement.
- 14.4 In accordance with clause 10, be the applicant in applications for grant funding that require the applicant organisation to hold an ABN and contract directly with Funding Bodies as required for the receipt of grant funding.
- 14.5 Be the entity that will accept all grant funding and other sources of funding for HRRT and administer the funding in accordance with this agreement and the requirements of the individual funding agreements;

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- 14.6 Where applicable and subject to applicable laws, issue tax deductible receipts to Funding Bodies in respect of Donations;
- 14.7 Process all HRRT Purchase Orders.
- 14.8 Process all third party invoices approved by HRRT in accordance with Project Budgets approved by HRRT Community Panel and the related HRRT issued Purchase Orders.
- 14.9 Disburse sources of funds on behalf of the HRRT in accordance with this agreement and not unreasonably withhold funding from the HRRT for the implementation of this agreement;
- 14.10 To keep detailed records in respect of matters arising out of this agreement including receipts and invoices.
- 14.11 Provide HRRT with an itemised financial statement to be presented at the AGM which clearly identifies how sources of funds were spent.
- 14.12 Provide HRRT with an itemised financial statement upon the request of the Community panel or a representative which clearly identifies how sources of funds were spent.
- 14.13 Provide HRRT with an itemised financial statement on expiry or termination of the agreement which clearly identifies how sources of funds were spent;
- 14.14 Other than for auditing and related financial matters such as organising a Corporate Credit Card and Motorcharge Card for HRRT, and any other relevant items noted in clause 24 Special Conditions, not represent in any manner that they are an agent for the HRRT or that they have the capacity to bind the HRRT in any respect.

## 15 Liability and insurance

- 15.1 Other than as outlined in clause 25 Special Conditions, to the extent permitted by law the PHCC has no liability to HRRT or any third party including, but not limited to, direct, indirect or consequential losses, liabilities, costs, charges, expenses, actions, proceedings, claims and demands, fines and damages, and/or interest in the event of any failure, inaction, loss, cost, expense, liability, damage or claim from or arising out of this agreement.
- 15.2 It is the responsibility of the parties to ensure they have all necessary, current and adequate insurance policies in place, including those itemised in clause 3, to cover the Project and protect all assets and equipment to be used in respect of the Project. Insurance responsibilities of each Party are outlined in clause 3.

## 16 . Acknowledgement and public relations

- 16.1 HRRT will acknowledge the assistance of PHCC and its support in any relevant publication, presentation, website, media or display material or any announcements or interviews referring to the Project in a manner that is acceptable to both Parties.

## 17 Event of Default

If an Event of Default occurs, is considered by either Party as likely to occur or would be considered by a reasonable person as likely to occur, then the Party shall immediately notify the other Party of the

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occurrence or likely occurrence and shall then consult with one another with respect to this Agreement or its possible termination.

## 18 Termination of this Agreement

18.1.1 Either Party may terminate this agreement at any point with a minimum of three months' notice unless the non-terminating party agrees to a shorter period.

## 19 Assignment

This agreement is personal to each party and neither party may assign the rights or benefits of this agreement or sub-contract any obligations to any other person except by the written agreement of both Parties.

## 20 General provisions

- 20.1 Entire agreement - This agreement constitutes the entire agreement between the Parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the Parties, whether orally or in writing.
- 20.2 Variation - This Agreement may be varied by mutual written agreement. If either Party wishes to vary the Agreement a minimum of three months' notice must be given unless both Parties agree to a shorter time period.
- 20.3 Waiver - A right created by this agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.
- 20.4 Further assurances - Each Party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this agreement.

## 21 General Warranties

Each party warrants to each other party that:

- 21.1 this agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms.
- 21.2 unless otherwise stated, it has not entered into this agreement in the capacity of trustee of any trust.
- 21.3 they will comply with the law in discharging their obligations under this agreement for the effective administration and implementation of the Project.
- 21.4 that each party has the necessary qualifications, skills, expertise and experience to achieve objectives of this Project.

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21.5 The PHCC warrants that it is endorsed as a Charitable Institution. At the time of this Agreement HRRT is not endorsed as a Charitable Institution.

## 22 Dispute Resolution

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

## 23 Confidentiality

The Parties shall treat as confidential any Confidential Information and will not disclose this information to any person other than its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- a. they were employed or engaged to discharge; and
- b. which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement; unless:
  1. required to do so under or pursuant to a provision of a statute, regulation, by-law or ordinance in operation in Australia from time to time; or
  2. required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.

The Parties agrees that they will ensure that their officers, employees, agents and legal and financial advisers comply with the obligations of confidentiality specified in this clause.

## 24 Jurisdiction

This Agreement is a legal instrument enforceable in any court of competent jurisdiction in Western Australia.

## 25 Special conditions

If any Special Conditions are inserted as a Schedule they will form part of this Agreement, and to the extent that they are consistent with any clause hereto contained, the Special Conditions will prevail.

### 25.1 HRRT Project Vehicle

PHCC has a liability in regard to the depreciation of the HRRT Project Vehicle.

### 25.2 Unspent project funds

PHCC accounts each month for HRRT's unspent Support and Project funds as a financial liability.

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### 25.3 Organisational Audit

Unless specifically requested and funded by HRRT, "HRRT Support" funds are audited as part of the larger PHCC organisational audit. "HRRT Support" funds are managed as a "project" within the financial statements as an unspent liability.

Where Projects conducted by HRRT require audit, PHCC arranges for the audit to be undertaken. HRRT is responsible for the cost of the audit.

### 25.4 Lasar IT Managed Services Agreement

HRRT's IT support is provided as part of the PHCC's Managed Services Agreement with Lasar Computers. "HRRT Support" is charged a proportionate amount for this service.

### 25.5 WHS System

PHCC's online WHS System is available for HRRT records, and the use by HRRT of the Forms and Guidelines.

### 25.6 PHCC Policies

PHCC Policies and Procedures are available for HRRT to apply to their governance context.

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## Execution Page

Signed for PHCC by its authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

Jane O'Malley

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised representative

CEO

DATE:

\_\_\_\_\_  
Title of authorised representative

Signed for HRRT by its authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised representative

DATE:

\_\_\_\_\_  
Title of authorised representative

**Office Only - This contract has been checked by PHCC Contract Coordinator**

Signed

Date

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