

PLEASE COMPLETE ALL YELLOW SHADED FIELDS



# Adelaide University Sport & Fitness 2023 Affiliation Agreement

Version 2

Club / Sport

Adelaide University Touch Club

## Background of affiliation & definitions

The AUSF Affiliation Agreement ("agreement") explains the what, how and why of your partnership with Adelaide University Sport and Fitness Association Incorporated ("AUSF" or "we"). It explains the specific requirements your club ("you") must adhere to and the terms in which we will work together for the duration of this affiliation term.

To affiliate with AUSF you must sign this Agreement and comply with the outlined conditions. You will then need to complete Club Service Commitment ("CSC") annually and acknowledge that this agreement is signed in conjunction with the CSC.

In signing this agreement you have requested to become and AUSF has agreed to you becoming an affiliated association of AUSF, on the terms and conditions set out in this agreement and related AUSF policies and procedures.

AUSF membership system ("AUSF CRM") is the system which stores membership data and event registrations, and supports competition administration for clubs. Currently AUSF uses revolutioniseSPORT and you are assigned your own portal as part of its affiliation, unless by agreement between you and AUSF..

### General

1. You must remain aware of and commit to the all AUSF policies and procedures and educate members accordingly.
2. You agree that your primary affiliation is with AUSF, and any subsequent affiliation (i.e. with state sporting organisation ("SSO") is secondary, and therefore you must at all times meet the conditions set out in this agreement first. Any secondary affiliation must be considered by the club with respect to the conditions set out in this agreement.
3. The primary purpose of your club is to be a University of Adelaide focussed sport, recreation or fitness club and must align with the mission and values of both AUSF and the University of Adelaide. Any new activity, including the incorporation of new junior and general public focussed programs must be approved by AUSF. Your request may be refused if it clashes with another club's operations and activities or if on the grounds of risk and insurance and facility access.
4. To support your fulfilment of the conditions set out in this agreement AUSF will provide support to you in one or more of the following forms as defined further in your CSC :
  - A. Facility access;
  - B. Funding, payable as determined annually
  - C. Governance resources and guidance;
  - D. Coordination of intervarsity events and activities;
  - E. Promotion of AUSF clubs to students, The University of Adelaide staff and students, and the broader community;
  - F. Access to training and development opportunities;
  - G. Support from AUSF staff; and

H. Other as deemed appropriate.

5. Compliance with this agreement will be a key factor in determination of funding and future affiliation renewal.

### Term of Agreement

6. This agreement is operational for the AUSF membership year, unless brought to an end in accordance with the disciplinary action as set out in this agreement.

### Governance Structure

7. You must be an incorporated association under the Associations Incorporations Act 1985 for the duration of its affiliation with AUSF.
8. You must have a Constitution which directs the management of the Club. When modifying a current constitution, the club must provide the final version with a summary of changes to AUSF for board approval 2 months prior to its expected approval at club level (i.e. special resolution, AGM etc.).
9. You must hold annual elections as per your Constitution. The club must have a designated President, Vice President, Secretary and Treasurer of the Club which shall be filled at all times unless agreed with AUSF. 50% of these positions must be filled by a currently enrolled student at The University of Adelaide or Alumni unless an exemption is requested by the Club and this exemption is granted in writing by AUSF.
10. AUSF must be informed within two weeks of any change to an office bearing position including resignation.

## Membership and Reporting

11. You must at all times have a membership profile made up of at least 50% student members as defined in the AUSF Membership Policy, unless otherwise by written approval from AUSF.
12. The club must hold electronic records of club members through the AUSF CRM, or through an alternate means by written approval from AUSF, should the club be affiliated with an SSO. Should you wish to use an alternative CRM it will be at your cost and all data must be entered into the AUSF CRM regularly as requested by AUSF.
13. An Annual Report including end of year financial reports must be provided to AUSF within 14 days of your Annual General Meeting or Special General Meeting including meeting minutes from the AGM detailing committee members.

## Risk Management

14. You have a duty of care over the club, members and guests during all sanctioned activities.
15. You must keep your property and equipment in good working order and regularly undertake inspections and testing to ensure that all property and equipment used is safe, insured, and suitable for purpose. It is important members and guests are adequately trained in the use of all equipment.
16. You are responsible for the effective and proactive management of risks and must develop, implement and integrate into its activities a risk management plan. Your risk management plan shall be provided to AUSF annually in addition to any relevant club-specific risk management policies or procedures.
17. You must within 24 hours of becoming aware of the risks identified below, report the incident to AUSF in writing, as defined by the AUSF Risk Management Procedure:
  - A. Material risk matters including all data breaches; and
  - B. Allegations or complaints in connection with the Club, its activities or its members.
18. You acknowledge that once AUSF is notified of a risk, allegation or complaint (matter), AUSF may choose to manage the matter and you must comply with all reasonable directions of AUSF.
19. AUSF and The University of Adelaide will at its own expense, arrange for and keep current during the Term, public liability insurance and directors & officers' liability insurance which covers the club and its office bearers. Should a new activity be commenced, confirmation of insurance is required.

20. The club shall ensure that all committee members have completed safety training as deemed necessary by AUSF or The University of Adelaide.
21. All office bearers, coaches and support staff must hold current Working with Children Checks.
22. Any club with access to an AUSF Liquor Licence are bound by the applicable Management Agreement.

## Governance

23. You must have a website (in either full or cut down form) using the revolutioniseSPORT platform. The website must include the clubs designated contact details.
24. At the time of entering into this Agreement, you will provide AUSF a copy of its certificate of incorporation, its strategic or business plan, and its Constitution on request by AUSF.
25. You shall permit AUSF and persons or corporations authorised by AUSF to have access to the books and records of the club to investigate any reasonable matter in relation to the financial or operational governance of the club and cooperate with and not hinder or delay any such internal investigation.

## Finance

26. You agree that you remain solvent and compliant with all laws and regulations relating to financials at all times.
27. You will maintain proper financial accounts and will make these available to AUSF for its review, at such times as determined in AUSF's reasonable discretion.
28. Each of your bank accounts must have two current Office Holders as signatories, with two signatories being required for the withdrawal of any funds from the account. Bank accounts cannot be in individual names only.
29. No member can be paid to partake in a sport/activity as part of any AUSF affiliated club however members may seek sponsorships to cover membership, equipment, training or competition costs.
30. Any coaching or employment contract over \$5000 shall be approved by AUSF prior to implementation.
31. If upon your dissolution there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among members. Instead, the assets or property shall be given or transferred to AUSF to be used by AUSF as deemed fit for the support of sport in general.

## Facility Use

32. You agree adhere to the terms and conditions of use of a UoA/AUSF managed facility. You accept that under the terms of this agreement, your ability to access and use AUSF facilities may change from time to time as determined by the AUSF Facilities Policy.

## Branding

33. Upon execution of this agreement, you shall be known as "Adelaide University <sport> Club" or "AU <sport>".
34. Where members are representing the club or AUSF, an approved uniform must be worn. The uniform must adhere to the AUSF Uniform Guidelines and be approved in writing by AUSF. This requirement does not apply for those sports or activities that normally compete in unbranded uniforms as approved by the governing body of the sport or activity in which the club participates.
35. You may not produce, distribute or use any marketing material or signage incorporating the name 'AUSF or 'The University of Adelaide' or the AUSF logo, or any other intellectual property owned by AUSF (AUSF IP) without the prior written approval of AUSF (which may be withheld or granted subject to such conditions as AUSF determines in its discretion). Social media posts are excluded from this requirement however must comply with the AUSF Brand & Communications Policy.
36. You shall immediately stop using the AUSF IP (including on any goods or in relation to any services) after receiving a written direction from AUSF.
37. If requested to partake in a public relations activity, the AUSF Brand & Communications Policy shall be referred to. Permission from AUSF shall be obtained prior to publication of any media.

## Events and Representation

38. As the primary student recruitment opportunity each semester, you must have a presence at each Orientation Week each semester (February & August)

## Sponsorship

39. You are encouraged to seek external sponsorship with appropriate individuals or bodies to support your activities, provided the involvement of those external parties is in keeping with the mission of AUSF and does not compromise AUSF or The University of Adelaide's reputation.

40. Potential sponsors that AUSF considers as not appropriate sponsors are listed as a schedule on the AUSF website and must be avoided.
41. Sponsorships may only be sought for club-owned assets, precluding facilities and AUSF-owned assets.

## Compliance

42. You must at all times comply with the rules and regulations of the governing body of the sport or activity in which the Club participates.
43. You must comply with all relevant state and federal law with respect to the conduct of your club and related activities.
44. You must at all times comply with and make sure that its members comply with any applicable legislations, guidelines or policy in relation to activities it participates in with affiliated junior clubs.
45. You must comply with The University of Adelaide IT Acceptable Use and Security Policy and all other policies of The University of Adelaide in relation to web content, as amended and updated by The University of Adelaide from time to time.

## Behaviour

46. You must at all times foster an environment that encourages the positive values of fairness, respect, responsibility and safety in compliance with the AUSF Member Protection and Safe Sport Policy.
47. You must as far as reasonably practical, take all necessary steps to ensure that its members abide by all relevant federal and state law, and all relevant AUSF and/or The University of Adelaide statutes, regulations, policies, guidelines and procedures when the members are engaged club-sanctioned events and activities.

## Disciplinary Action

48. AUSF may in its discretion provisionally suspend your affiliation without notice for any of the following, if on reasonable grounds AUSF considers you or (as appropriate) any of the your members (in the course of your activities):
  - A. has engaged in activities that may bring AUSF or The University of Adelaide into disrepute;
  - B. has engaged or may engage in activities that are illegal;
  - C. is unable to pay its debts;
  - D. has engaged or may engage in activities that compromise the safety of members or spectators;
  - E. has intentionally misused AUSF facilities or other assets;
  - F. has misappropriated funds; and/or

- G. Has otherwise breached this Agreement.<sup>67</sup>, together with the reasons for the suspension and the necessary corrective action that must be taken.
49. If after 14 days of that notice being given by AUSF, you cannot to AUSF's reasonable satisfaction defend itself against the reason for suspension and has not taken the necessary corrective action required, AUSF may cancel your affiliation with AUSF under the terms of this Agreement, effective immediately. In the event of revocation of affiliation the AUSF Constitution will apply.
50. You may appeal to the Board of Management against the provisional suspension or cancellation of your affiliation in writing and must be received by AUSF within 14 days of the date of notification of provisional suspension or cancellation. You will have the right to be heard by the AUSF Board, whose decision will be final.
51. Should you be provisionally suspended, you shall not receive funding or support from AUSF whether for a period prior to the date of suspension or otherwise, unless and until the necessary corrective action has been taken.
52. In the event of cancellation of affiliation:
- A. No support will be provided by AUSF whether for a period prior to the date of cancellation or otherwise
  - B. You will repay to AUSF any grant funds awarded in the 12 months prior to paid to it during the prior 12 months still retained at the date of cancellation of affiliation;
53. You will request your members pass a special resolution to change your name to preclude the words "Adelaide University" to a name that does not contain any reference to or imply any association with AUSF or The University of Adelaide, promptly file notice of that special resolution with the Registrar of Incorporated Associations (or other relevant authority) and take all other necessary steps to effect and record the change of your name; and this Agreement will automatically terminate.

### Finer details

54. This Agreement is governed by legislation in the State of South Australia, and the parties submit to the jurisdiction of the courts of South Australia.
55. Any notice or communication given to a party under this Agreement will be effective if made in writing and delivered by email, hand or post to the Representative of the other party. A notice or communication under this agreement is deemed to be received by the addressee:
- a. In the case of an email, on the business day on which it is sent or, if it is sent on a non-business day, the next business day;
  - b. In the case of hand delivery, when delivered; and
  - c. In the case of postal delivery, on the third business day after posting.

## Agreement Execution

**SIGNED for and on behalf of club**  
(by its President)

Tyson Blanco

**Representative of**  
(club name)

Adelaide University Touch Club

**Signature**

*Tyson Blanco*

**Date**

28/02/2023