

Application for SME Associate Membership

CRC for Water Sensitive Cities Ltd

ABN 19 158 409 137

To the Chief Operating Officer & Company Secretary

CRC for Water Sensitive Cities Ltd
PO BOX 8000 Monash University LPO
Clayton, VIC 3800, Australia

I/we hereby apply to become an SME Associate member of the CRC for Water Sensitive Cities (CRCWSC):

Applicant Information:

Company name			
ABN			
Address			
Website			
Telephone			
Nominated primary contact	Name		
	Position	Phone	Email
Nominated secondary contact	Name		
	Position	Phone	Email
Please describe your core business in a few sentences			
<input type="checkbox"/> Tick this box if you don't want to receive the CRCWSC Newsletter by email			

Membership Declaration:

The above named applicant hereby:

- Applies to become a SME Associate member of the CRC for Water Sensitive Cities.



SME ASSOCIATE MEMBERSHIP Terms and Conditions

1. PARTIES

The Application (if accepted) and these Terms and Conditions comprise the agreement between CRC for Water Sensitive Cities Ltd ABN 19 158 409 137 (**Company**) and the entity named in the Application (**Associate**) in relation to SME Associate Membership of the Cooperative Research Centre for Water Sensitive Cities (**CRCWSC**).

2. STATUS OF ASSOCIATE

2.1 The Associate does not, by becoming an Associate, become either a Participant in CRCWSC, or a member in the Company.

2.2 The Associate's entire rights are explained in the SME Associate Membership Prospectus and the Associate has no other rights. In particular, the Associate does not have the rights or obligations of a Participant in the CRCWSC, or those of a member in the Company and therefore:

- (a) acquires no interest in any of the intellectual or other property of the Company or CRCWSC;
- (b) has no right to participate in CRCWSC projects, unless a separate agreement is entered into; and
- (c) has no voting rights in relation to the Company, CRCWSC or their activities.

3. ASSOCIATE SUBSCRIPTION & FEES

3.1 The Associate must pay the annual subscription for Associates as set from time to time by the Company (**Associate Subscription**). If the Associate Subscription is not paid as and when due, the Associate will no longer be entitled to the benefits of an Associate.

3.2 The initial Associate Subscription must be paid in full within 14 days of receipt of notification and invoice from the Company that the application to become an Associate has been accepted. The initial Associate Subscription fees will be determined pro rata based on partial and complete financial quarters remaining from the date of acceptance.

3.3 All Associate Subscription renewals are payable in advance and are due 14 days prior to 1 July each year.

4. OPPORTUNITIES AND BENEFITS

4.1 Payment of the Associate Subscription when due, and compliance with the other requirements of this agreement will entitle the Associate to a number of benefits and opportunities as outlined in the "SME Associate Membership Prospectus". The Company may amend these benefits for applicability in the next financial year by notice prior to renewal of membership.

4.2 The Company may list Associate's names (and with the Associate's permission in each case, the Associate's logo) on the CRCWSC website.

4.3 Associates may apply to the Company for permission to display the CRCWSC logo on the Associate's website to demonstrate the Associate's

relationship with CRCWSC. If the Company gives its permission, the Associate must comply in all respects with the guidelines and other requirements notified by the Company for that purpose.

4.4 The Company does not represent that any of the Associate opportunities or benefits are or will be exclusive to Associates. These opportunities and benefits may also be made available to CRCWSC Participants, participating third parties and, at times, the general public.

4.5 If the Company provides the Associate with reports and materials, including through member only access to the CRCWSC website, the Associate is granted non-exclusive rights to use such reports and materials for the Associate's internal use only. The Associate may not publish or distribute such reports and materials without the prior written permission of the Company.

5. CONFIDENTIALITY

5.1 Confidential Information means all information relating to the Company, CRCWSC or the Participants in CRCWSC, that is disclosed to or otherwise obtained by the Associate and that is either:

- (a) by its nature confidential; or
- (b) designated as confidential by the Company or other party disclosing it

and includes any member only access details and passwords provided by the Company.

5.2 Except as otherwise provided in this clause 5, the Associate must keep confidential and not disclose Confidential Information.

5.3 The Associate may:

- (a) use Confidential Information for the purposes of this agreement;
- (b) disclose Confidential Information where required by law to do so; and

(c) disclose Confidential Information to its officers and employees who have a need to know for the purposes of this agreement (and only to the extent of that need in each case), provided that the person to whom the disclosure is made undertakes to keep the information confidential and not to use it other than for the purposes for which it is disclosed.

5.4 This clause 5 does not apply to information which:

- (a) is publicly available at the time of its disclosure to the Associate or subsequently becomes publicly available otherwise than as a result of an unauthorised act or omission of the Associate, its officers, employees or agents; or
- (b) is received by the Associate from a third party without any obligation to hold it in confidence (and which has not been obtained by that party directly or indirectly from a Participant).

6. CEASING TO BE AN ASSOCIATE

6.1 The Associate may resign from the status of Associate and thereby terminate this agreement, by not less than one month's written notice to the Company at any time.

6.2 The Company may terminate this agreement by written notice to the Associate with immediate effect if the Associate:

- (a) fails to pay the Associate Subscription in full when due;
- (b) commits a material breach of this agreement;
- (c) commits an act of insolvency; or
- (d) acts in a manner that is, in the Company's view, prejudicial to the interests of CRCWSC.

6.3 The Company may terminate this agreement by notice in writing to the Associate prior to payment of a renewal fee, which termination will take effect as from the end of that financial year (for which the Associate Subscription had been paid).

6.4 If this agreement is terminated under this clause 6:

- (a) the Associate:
 - (i) will have no right to a refund of any amounts paid on account of its Associate Subscription;
 - (ii) must immediately pay all (if any) amounts then owing to the Company in relation to its Associate Subscription or otherwise;
 - (iii) must immediately return, or destroy to the Company's satisfaction, all Confidential Information then in the possession or control of the Associate;
 - (iv) must immediately remove, to the Company's

satisfaction, the CRCWSC logo, and any other references to the Company or CRCWSC, from the Associate's promotional materials, website, packaging and any other relevant materials; and

(v) must immediately cease to describe itself as an Associate of, or as having any relationship with CRCWSC or the Company; and

(b) the Associate's obligations of confidentiality under clause 5 of this agreement will survive and continue in effect.

7. GENERAL

7.1 Personal and other information collected by the Company regarding the Associate and its employees will be used by the Company for the purposes of this agreement, in particular providing information, networking and other opportunities and benefits to the Associate. By applying to become an Associate you consent to CRCWSC using such information for such purposes. The CRCWSC's privacy policy is available on its website.

7.2 If a dispute arises out of this agreement the Company and the Associate must use reasonable efforts to resolve the dispute. If the dispute is not resolved within 14 days of notice being given by either party for that purpose, the parties must then refer the matter to a mediator (who will assist in achieving a negotiated resolution) before commencing arbitration or court proceedings.

7.3 This agreement is governed by the laws of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

7.4 Neither party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this agreement, except with the written consent of the other party.