



<b>Date of agreement</b>		
<b>EXECUTED</b> as an agreement.		
<p><b>SIGNED</b> for and on behalf of <b>NEWCASTLE PERMANENT COMMUNITY FOUNDATION COMPANY LIMITED</b> by its duly authorised representative:</p> <p>..... Signature</p> <p>..... Printed Name</p> <p>..... Position</p> <p>..... Date</p> <p><b>In the presence of:</b></p> <p>..... Signature</p> <p>..... Printed Name</p>	<p><b>SIGNED</b> for and on behalf of <b>[INSERT RECIPIENT'S NAME]</b> by its duly authorised representative:</p> <p>..... Signature</p> <p>..... Printed Name</p> <p>..... Position</p> <p>..... Date</p> <p><b>In the presence of:</b></p> <p>..... Signature</p> <p>..... Printed Name</p>	
<p><b>Note:</b> By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The date of this agreement will be the date this agreement has been executed by both parties.</p>		

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# General Terms

## 1 Appointment

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During the term of this agreement and in return for the Grant, the Recipient:

- (a) appoints the Foundation as [a/the] [major/exclusive] benefactor for the Project; and
- (b) grants to the Foundation the rights and benefits referred to in this agreement.

## 2 Term

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### 2.1 Term

This agreement commences on the date upon which it is signed by both parties and subject to clause 10 (Termination), continues until the last to occur of:

- (a) the Grant having been fully received and expended by the Recipient;
- (b) the Project Completion Date;
- (c) the Project Completion Report being received by the Foundation; and
- (d) the expiration of the Funding Period.

## 3 Grant

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### 3.1 Exclusive use of the Grant

The Grant must only be used for the Project in accordance with the Application submitted by the Recipient to the Foundation or as otherwise approved in advance by the Foundation in writing.

### 3.2 Payment to the Recipient

The Grant will be paid by the Foundation to the Recipient at the time or times specified in the Details, subject to the provision to the Foundation of public liability and workers compensation insurance certificates of currency acceptable to the Foundation.

### 3.3 Multi-year Projects

Where the Grant is paid by the Foundation to the Recipient by instalments, payment of subsequent instalments is also subject to the Recipient providing the Foundation with progress reports to the Foundation's satisfaction.

### 3.4 Renewal

Continuation of the Grant beyond the Project Term is neither represented nor guaranteed by the Foundation and is subject to a new Application being submitted in line with the stated closing dates on the Foundation's web site.

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## 4 Project Commencement, Completion and Reporting

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### 4.1 Project Commencement

The Project must be Substantially Commenced by the Recipient on or before the Project Commencement Date.

### 4.2 Substantial Commencement Date

The Foundation will provide the Recipient with written notice of the Substantial Commencement Date.

### 4.3 Project Completion

Project Completion must occur on or before the Project Completion Date.

### 4.4 Time is of the essence

The parties agree that time is of the essence in relation to the Project Commencement Date and Projection Completion Date.

### 4.5 Obligation to Report

- (a) The Recipient must report to the Foundation whenever and in such manner as the Foundation requires in relation to the Project.
  - (b) Without limiting the Recipient's general reporting obligations in clause 4.5(a):
    - (i) the Recipient must provide all or any information the Foundation requires in relation to the Project being Substantially Commenced and Project Completion;
    - (ii) if the Recipient receives from the Foundation a Grant totalling in excess of \$5,000 the Recipient must provide a written report to the Foundation within 30 days of the Project Completion Date. An outline of this required report is attached as Schedule 1; and
    - (iii) if the Recipient receives a Grant for a Project which extends beyond one year the Recipient must provide to the Foundation a report at not more than 6 monthly intervals outlining how the Project is performing to its objectives, milestones and timeframes. An outline of this required report is attached as Schedule 2.

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## **5 Exclusivity**

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The parties agree that the Recipient must not accept any grant or commitment to make a grant for the Project identified in the Application from any financial institution or any other company or entity which is a competitor of NPBS or a rival foundation to the Foundation, without the written consent of the Foundation.

## **6 Funding benefits**

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### **6.1 Title**

The Recipient grants the Foundation the right to refer to itself by the Title set out in the Details in the marketing and promotion of the Foundation.

### **6.2 Project**

The Recipient must provide the benefits specific to the Project set out in the Details.

### **6.3 Acknowledgement**

The Recipient must, during the Funding Period and unless otherwise notified in writing by the Foundation, acknowledge the Foundation's support in all signage, promotional material, communications and media exposure regarding the Project and place the Foundation's name or logo on all premises or major equipment purchased with the Grant, in a form acceptable to the Foundation.

### **6.4 References to the Grant and/or Recipient**

The Recipient grants to the Foundation and NPBS the right to refer to the Grant, the Recipient and/or the Recipient's name or logo in such manner as they may determine including in corporate advertising, as a by-line in advertising, media announcements, websites and promotional materials.

### **6.5 Other Benefits**

The Recipient must provide the Foundation with the Other Benefits set out in the Details.

### **6.6 Cessation of Reference to the Foundation**

The Foundation may by notice in writing to the Recipient require the Recipient to cease referring to the Foundation as a benefactor and using the name, logo or image of the Foundation or NPBS in connection with the Project or the activities of the Recipient.

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## **7 Promotion of the Grant**

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### **7.1 Announcements and Media**

- (a) Media announcements on the Grant will be made initially by the Foundation. The Foundation will have the right to review and approve prior to release all announcements regarding the Grant, and may provide

advice and information on media initiatives relating to the Grant.

- (b) All media releases and media information distributed by the Recipient related to the Grant must clearly acknowledge the Grant and the support of the Foundation. Media releases may also be distributed by the Foundation outlining its involvement in the Project through the Grant.

### **7.2 Logo**

All mentions of the Grant (including media, print and signage) during the Funding Period must carry the Foundation's name and logo in a form and style to be approved by the Foundation.

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## **8 Intellectual Property**

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### **8.1 The Foundation's name and logo**

The Foundation grants to the Recipient the permission to use the Foundation's name and logo as set out in clause 7.2 and the Details for advertising and promotional purposes.

### **8.2 The Foundation's intellectual property rights**

The Recipient acknowledges that:

- (a) the Foundation's intellectual property rights remain the property of the Foundation at all times;
- (b) nothing in this agreement transfers any of the Foundation's intellectual property rights to the Recipient; and
- (c) the Recipient is only permitted to use any of the Foundation's intellectual property rights in the manner contemplated by this agreement.

### **8.3 No rights on termination**

On the termination of this agreement, the Recipient will have no further right to use the Foundation's name or logo, or any other promotional device or material relating to the Foundation.

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## **9 Confidentiality**

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### **9.1 Agreement to remain confidential**

The Recipient must keep the terms of this agreement confidential unless otherwise required or permitted by this agreement or approved in writing by the Foundation.

### **9.2 Disclosure of Confidential Information**

No Confidential Information may be disclosed by the Recipient to any person except:

- (a) Representatives of the Recipient or its Related Entities requiring the information of the purposes of this agreement;

- (b) with the written consent of the Foundation which consent may be given or withheld in its absolute discretion;
- (c) if the Recipient is required to do so by law;
- (d) if the Recipient is required to do so in connection with legal proceedings relating to this agreement; or
- (e) if the information is in or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed by the Recipient or to the provider of the Confidential Information.

## **10 Termination**

### **10.1 Foundation's right to terminate**

- (a) The Foundation may terminate this agreement if:
  - (i) the actions or inactions of the Recipient bring (actually or potentially) the Foundation or NPBS into disrepute or cause (actually or potentially) reputation damage to the Foundation or NPBS;
  - (ii) the Project was not Substantially Commenced by the Project Commencement Date;
  - (iii) Project Completion was not achieved by the Project Completion Date;
  - (iv) the Project does not proceed;
  - (v) the Recipient becomes insolvent or has a liquidator, administrator or receiver appointed in relation to all or part of its assets or affairs;
  - (vi) the Recipient breaches this agreement; or
  - (vii) without limiting clauses 10.1(a)(ii) or 10(a)(iii), the Project does not meet its objectives/milestones/timeframes set out in the Application or any proposal or the reports provided to the Foundation.

### **10.2 Refund upon termination**

If termination of this agreement occurs the Grant must be promptly refunded to the Foundation. The Foundation will not be required to provide any further Grant instalment.

### **10.3 Publicity**

The Recipient must not publicise the termination of this agreement.

### **10.4 Removal of logos**

Following the expiration or early termination of this agreement or upon a notice being given pursuant to clause 6.6 the Recipient must promptly, unless otherwise notified by the Foundation, cease to use and remove from all documents, signs, websites, promotional and other materials (whether in written, electronic or any other form) all references to the Foundation, NPBS and their names, logos and other identifying images, return to the Foundation any artwork or other materials containing the name, logos or other images of the Foundation or NPBS and either provide to NPBS or destroy any other materials containing those logos, names or images.

### **10.5 Survival**

The obligations in clauses 6.4 – References to the Grant and/or Recipient, 8 - Intellectual Property, 9 - Confidentiality, 12.2 - Indemnities and this clause 10 survive termination of this agreement.

## **11 Insurance**

- (a) During the term of this agreement the Recipient must ensure that it maintains all appropriate insurance policies including (but not limited to) a public liability insurance policy (covering, amongst other things ordinarily associated with such an insurance policy, personal injury to third parties and property damage) in connection with the Project and any activities that may be associated with the Foundation or NPBS.
- (b) The Recipient must arrange, maintain and provide the Foundation with evidence of the following insurances during the continuance of this agreement:
  - (i) Workers compensation; and
  - (ii) Public and products liability for a minimum amount of \$10 million dollars in respect to any single claim.
- (c) The public and products liability policy must include as parties indemnified by the policy, Newcastle Permanent Community Foundation Company Limited and Newcastle Permanent Building Society Limited.
- (d) The public and products liability policy must contain a cross liability clause and indemnify and keep indemnified the Foundation and NPBS from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements,

orders, decrees, costs, losses and expenses of any nature whatsoever which they may suffer or incur in connection with the loss of life, personal injury and/or damage to property arising out of the use of the Grant or any association of the Foundation or NPBS with the Project or the activities of the Recipient.

## 12 Warranties and Indemnities

### 12.1 Warranties

The Recipient warrants to the Foundation that:

- (a) it is properly constituted and legally permitted to carry out the activities and responsibilities under or in connection with the Project;
- (b) entering into this agreement by the Recipient does not breach any third party contracts with the Recipient or any laws relating to interference with those third party contracts;
- (c) it has not granted any rights to any other person, or entered into any agreements that will prevent or limit the Foundation's rights including without limitation benefits under this agreement;
- (d) it will conduct its affairs and the Project in a manner that reflects favourably at all times on the Foundation and NPBS' good name, goodwill and reputation;
- (e) it will not make any false or misleading representations with regard to the Foundation or NPBS; and
- (f) it will avoid deceptive, misleading or unethical practices that are or might be detrimental to the Foundation or NPBS or the public.

### 12.2 Indemnities

The Recipient indemnifies the Foundation and NPBS against any proceedings, suits, claims, costs, damages and expenses whatsoever which may be incurred by or brought against any of them arising out of or relating to:

- (a) any breaches of this agreement;
- (b) the staging of any events or programs in connection with the Project or the using of the Grant; and
- (c) any activity carried out in relation to the Project or the using of the Grant.

## 13 Dispute Resolution

- (a) For the avoidance of doubt, nothing in this clause prevents a party seeking urgent injunctive or similar relief from a court nor

prevents the right of the Foundation to terminate this agreement under clause 10.1 nor to give a notice under clause 6.6.

- (b) Any party ("**Initiating Party**") claiming that a dispute has arisen must, before commencing legal proceedings in relation to the dispute, give the other party ("**Responding Party**") a notice setting out brief details of the dispute ("**Dispute Notice**"). Within 5 business days of service of a Dispute Notice, the Responding Party must give the Initiating Party a notice setting out brief details of the Responding Party's position on the dispute ("**Reply Notice**").
- (c) In the event a Dispute Notice and a Reply Notice are given, the parties will make available representatives with authority to settle the dispute for the purpose of meeting in an effort to resolve the dispute. At least one meeting of the authorised representatives must take place within 10 business days of service of a Reply Notice.
- (d) For the avoidance of doubt, in the event the Responding Party does not give a Reply Notice or make its authorised representatives available for a meeting within the time periods contained in this clause 13, the Initiating Party will be entitled to commence legal proceedings in relation to the dispute.

## 14 GST and Invoices

### 14.1 GST

- (a) Unless expressly stated otherwise, all amounts payable by the Foundation to the Recipient under this agreement are inclusive of GST.
- (b) If a Supply under this agreement is subject to GST, and the consideration payable or to be provided for the Supply is not inclusive of GST, the party receiving the Supply must pay to the party making the Supply an additional amount equal to the amount of the consideration multiplied by the applicable GST rate,
- (c) The additional amount is payable at the same time as the consideration for the Supply is payable.
- (d) If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

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## 14.2 Adjustments

If an adjustment event has occurred in respect of a Taxable Supply made under or in connection with this agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that Taxable Supply, or any refund of GST (or part thereof), is paid no later than 28 days after the supplier first becomes aware that the adjustment event has occurred.

## 14.3 Recipient created tax invoices

The Foundation will issue a Recipient Created Tax Invoice (“RCTI”) in respect of the Grant or each Grant instalment (as relevant) on the following terms:

- (a) the Foundation will issue a RCTI in respect of any supplies the Recipient makes to the Foundation;
- (b) the Recipient must not issue tax invoices in respect of supplies for which the Foundation issues a RCTI;
- (c) the Recipient represents and warrants that it is registered for GST at the date of this agreement and must notify the Foundation if the Recipient ceases to be registered;
- (d) the Foundation is registered for GST at the date of this agreement and the Foundation will notify the Recipient if the Foundation ceases to be registered for GST or if the Foundation ceases to satisfy any of the requirements which allow the Foundation to issue RCTIs; and
- (e) the Foundation will not issue a document which would be a RCTI after the date when either of the Foundation or the Recipient has failed to comply with any of the requirements which allow the Foundation to issue an RCTI.

## 14.4 Recipients that are not registered for GST

In the event that the Recipient is not registered for GST, the Foundation will issue an invoice to the Recipient for the Grant or each Grant instalment (as relevant).

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## 15 Notices and other communications

### 15.1 Form - all communications

Unless expressly stated otherwise in this agreement, all notices and other communications in connection with this agreement must be in writing, signed by the sender (if an individual) and marked for the attention

of the person identified in the Details or, if a party has notified otherwise, then marked for attention in the way last notified.

Communications sent by email need not be marked for attention. However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

### 15.2 Delivery

Communications must be:

- (a) left at or sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (b) sent by fax to the fax number or by email to the address set out or referred to in the Details; or
- (c) given in any other way permitted by law.

### 15.3 When effective

Communications take effect from the time they are received or taken to be received under clause 15.4 (whichever happens first) unless a later time is specified.

### 15.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email;
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

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## 16 Miscellaneous

### 16.1 Assignment

The Recipient may not assign or otherwise deal with its rights under this agreement without the written consent of the Foundation, which consent may be withheld or granted, unconditionally or upon such conditions as the Foundation in its absolute discretion determines. The Foundation may assign or otherwise deal with its rights under this agreement in its absolute discretion with or without the consent of the Recipient.

## 16.2 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

## 16.3 No representations or warranties

Each party acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter except as provided in the agreement.

## 16.4 No partnership or agency

- (a) Nothing in this agreement shall create or constitute or be deemed to create or constitute a partnership between the parties for the purposes of the taxation law of Australia or any other law of any type or jurisdiction.
- (b) Nothing in this agreement authorises either party to act or represent or hold itself out as having authority to act as agent of or in any way bind or commit the other party to any obligation.

## 16.5 Waiver and variation

A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

## 16.6 Entire Agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

## 16.7 Rights of NPBS

- (a) This agreement is intended to confer certain benefits and protections for NPBS.
- (b) The Foundation will hold the benefit of the indemnity in favour of NPBS in clause 12.2 and all other rights and benefits relating to NPBS arising under this agreement as trustee for NPBS and the Recipient acknowledges and agrees that the Foundation may enforce these rights and benefits as trustee for NPBS.

## 16.8 Limitation of Liabilities

Neither the Foundation nor NPBS is liable to the Recipient or third parties in relation to the Project. Any such liabilities if incurred are to be indemnified by the Recipient in accordance with clause 12.2.

## 16.9 Governing Law

This agreement is governed by the laws in force in the State of New South Wales and the parties submit

unconditionally to the non-exclusive jurisdiction of the appropriate courts of the State of New South Wales and any courts competent to hear appeals therefrom.

## 16.10 Severability

Any provision in this agreement which is invalid, void or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise to be severed to the extent of that invalidity, voidness or unenforceability, without affecting the remaining provisions of this agreement.

# 17 Interpretation

## 17.1 Definitions

The capitalised terms in Parties and Details have the meanings ascribed to them. The following definitions also apply unless the contrary intention appears:

**Application** means an application by the Recipient to request a Grant from the Foundation in accordance with the process and criteria as set out on the Foundation's website.

**Confidential Information** means all confidential, non-public or proprietary information of the Foundation or NPBS, regardless of how the information is stored or delivered, and which is provided to or received or accessed by the Recipient before, on or after the date of this agreement, relating to the business, technology or affairs of the Foundation or NPBS, including in the case of NPBS and without limitation, its members. It also includes any information which the Foundation or NPBS notifies the Recipient is confidential.

**Details** means the section of this agreement headed "Details".

**Funding Period** means the funding period of the Grant as shown in the Details.

**Grant** means the sum of money the Foundation pays or agrees to pay to the Recipient as consideration of this agreement and for the purpose of carrying out the Project.

**GST** has the meaning it has in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

**Input Tax Credit** has the meaning it has in the GST Act.

**Project** means the initiative the subject of the Application as shown in the Details.

**Project Commencement Date** means the date being 12 months after the Grant (or the first Grant instalment where relevant) was paid to the Recipient or such later date as set out in the Application and approved in advance by the Foundation in writing.

**Project Completion** means that stage of the Project where the Recipient has, in the opinion of the Foundation, completed the Project:

- (i) in accordance with the objectives set out in the Application; or
- (ii) as otherwise approved in advance by the Foundation in writing.

**Project Completion Date** means the date being 12 months after the Substantial Commencement Date or such later date as set out in the Application and approved in advance by the Foundation in writing.

**Project Completion Report** means the report referred to in clause 4.5(b)(ii) pertaining to Project Completion.

**Project Term** means the duration of the Project as stated in the Application or otherwise consented to in writing by the Foundation.

**Recipient Created Tax Invoice** has the meaning it has in the GST Act.

**Related Entity** has the meaning it has in the *Corporations Act 2001 (Cwlth)*.

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

**Substantially Commenced** means that stage of the Project where the Project has been, in the opinion of the Foundation, substantially commenced by the Recipient.

**Substantial Commencement Date** means the date that the Project was Substantially Commenced as determined by the Foundation in its absolute discretion.

**Supply** has the meaning it has in the GST Act.

**Tax Invoice** has the meaning it has in the GST Act.

**Taxable Supply** has the meaning it has in the GST Act.

## 17.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) a document (including this agreement) includes any variation or replacement of it;
- (b) something in the singular includes the plural and vice versa;
- (c) a person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (d) a statute, ordinance, code or other law includes regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of them;

- (e) the words “include”, “including”, “for example” or “such as” are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind; and
- (f) a “month” means a calendar month.

## 17.3 Headings

Headings are for convenience only and do not affect the interpretation of this agreement.

## Schedule 1 - Report (Clause 4.5(b)(ii))

### NEWCASTLE PERMANENT CHARITABLE FOUNDATION PROJECT COMPLETION REPORT

Company Name:  
Project Name:  
Project Commencement Date:  
Project Completion Date:  
Amount of Grant:

#### Ratings

- 1 – Failed
- 2 – Ineffective
- 3 – Neutral
- 4 – Successful
- 5 – Very Successful

1. How effective was the project in meeting its objectives?

1	2	3	4	5

Comments:

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2. Did the project perform to budget? Please provide an itemised listing identifying how the grant provided by the Foundation was expended. (The Foundation may request copies of receipts for audit purposes).

1	2	3	4	5

Comments:

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3. How do you rate the support offered by the Foundation?

1	2	3	4	5

Comments:

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4. Is there anything you would have done differently?

Comments:

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5. Is there anything that the Foundation needs to improve upon?

Comments:

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6. Additional comments welcome:

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 2 - Report (Clause 4.5(b)(iii))

### NEWCASTLE PERMANENT CHARITABLE FOUNDATION PROJECT PROGRESS REPORT

Company Name:  
Project Name:  
Project Commencement Date:  
Project Completion Date:  
Amount of Grant:  
Progress Report Number:

#### Ratings

- 1 – Failing
- 2 – Ineffectively
- 3 – Neutral
- 4 – Successfully
- 5 – Very Successfully

1. How effective is the project meeting its objectives?

1	2	3	4	5

Comments:

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2. How is the project performing to budget? Please provide an itemised listing (to date) identifying how the grant provided by the Foundation has been expended. (The Foundation may request copies of receipts for audit purposes).

1	2	3	4	5

Comments:

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3. What were the highlights of this period – major activities planned?

Comments:

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4. What activities are behind schedule?

Comments:

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5. What major activities are planned in the next reporting period?

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6. Has any major issues or risks been identified that may affect the deliverables outlined at question 5?

Comments:

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7. How do you rate the support offered by the Foundation?

1	2	3	4	5

Comments:

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8. Is there anything you need to do differently?

Comments:

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9. Is there anything that the Foundation needs to improve upon?

Comments:

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10. Additional comments welcome:

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_