



DRAFT ONLY

Attention

«Name»
«Position»
«Organisation»
«Primary_Email»

Dear «First_Name»

Australian Sports Commission Play Well Affiliate Program Agreement 2024-2025

I am pleased to advise that the Australian Sports Commission (ASC) offers «Organisation - Insert name of legal entity», ABN insert number, (your organisation) a position as a “Program Affiliate” in our Play Well Affiliate Program (Program) until 30 June 2025, subject to the terms and conditions in this letter.

This letter outlines the benefits your organisation can access from the ASC as a Program Affiliate, as well as your organisation’s obligations to the ASC in return.

This letter forms a legally binding agreement between your organisation and the ASC upon your organisation signing this letter and returning it to the ASC. References in this letter to “this agreement” mean the agreement formed in such manner.

1. Program Affiliate benefits

The ASC will provide the following benefits to your organisation as a Program Affiliate:

- (a) the right, subject to any directions or guidelines given by the ASC, to refer to your organisation as an “ASC Play Well Affiliate” or “Member of the ASC Play Well Affiliate Program” and, on your organisation’s promotional documents and website, to use a Play Well logo provided by the ASC, in accordance with the ASC’s usage guidelines and in conjunction with the following supporting text:
“ORG NAME is proud to be a member of the Australian Sports Commission’s Play Well Affiliate Program”;
- (b) subject to paragraph (a) above, a marketing toolkit to assist with communications regarding the ASC Play Well Affiliates Program;
- (c) entry of your organisation’s logo and website link on the ASC’s listing of ASC Play Well Affiliates, and potential promotion of your organisation as a Program Affiliate, via ASC social media and the ASC’s internal and external newsletters;
- (d) eligibility to apply to any ASC grant programs available to Program Affiliates (subject to any additional grant eligibility and selection criteria);
- (e) invitations to contribute to the national co-design and implementation of the Play Well strategy, together with other organisations in the sport ecosystem, including ASC Recognised NSO/NSODs and the State and Territory Partner Network; and
- (f) access to any Program Affiliate services and resources as made available by the ASC from time to time, which may include conferences, events, collaboration, research initiatives networking, advocacy and education opportunities.



2. Program Affiliate obligations

Nothing in this agreement limits, or will limit, any obligation of your organisation under any funding agreement or other agreement you have entered or may enter with the ASC, which is in effect during the term of this agreement.

As a Program Affiliate, your organisation must:

- (a) comply with all the ASC's Program criteria as published and amended by the ASC from time to time;
- (b) actively participate in Program activities as notified to your organisation by the ASC from time to time;
- (c) comply with all the 'Affiliate Requirements' as outlined in Schedule A;
- (d) not do anything that may bring your organisation, the Program or the ASC into disrepute;
- (e) advise the ASC promptly of any matter that might adversely affect your organisation's position as a Program Affiliate (including, without limitation, failing to meet, or no longer meeting, the ASC's Program criteria);
- (f) comply with all Commonwealth, state and territory laws applicable to your organisation's operations, including child protection and anti-discrimination legislation;
- (g) adopt and comply with sound policies and practices in relation to your organisation's corporate governance and financial management;
- (h) subject to any confidentiality obligations that your organisation owes to a third party, promptly respond to any reasonable request for information made by the ASC relating to your organisation, or this agreement;
- (i) if reasonably requested by the ASC, cooperate with the ASC in the conduct of any monitoring, reporting or review related to the Program.

Nothing in this agreement creates a relationship of employment, agency or partnership between your organisation and the ASC nor gives your organisation the power or authority to bind or represent the ASC in any way.

3. Term and termination

Your organisation's appointment as a Program Affiliate will continue from 1 November 2024 until 30 June 2025, unless terminated prior to this date.

Your organisation or the ASC may, at any time following one month's written notice to the other, terminate this agreement (including withdrawal of your appointment as a Program Affiliate).

Additionally, this agreement may be terminated at any time in writing:

- (a) by the ASC if there has been a breach of this agreement by your organisation; or
- (b) by mutual agreement of both the ASC and your organisation.

Please arrange for an authorised officer of your organisation to sign this letter and return it to **[insert details]** within 14 days.

Should you have any further queries regarding the above, please contact **[insert]**.

Yours sincerely

Richard McInnes
Executive General Manager
Sport and Community Capability



DATE

ORG NAME agrees to be appointed as a Program Affiliate by the ASC on the above terms and conditions.

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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SCHEDULE A: AFFILIATE REQUIREMENTS

ELEMENTS	REQUIREMENTS
Report	<ol style="list-style-type: none"> Without limitation to clause 2(i) of the agreement, contribute to annual and end of Play Well Horizon 1 / ASC Play Well Affiliates Program reporting in the form prescribed by the ASC. Data collection points may include, but are not limited to: <ul style="list-style-type: none"> Number of Play Well aligned programs and activities delivered Number of participants engaged (including demographic* and geographic breakdown) Participant experience satisfaction Generation of original Play Well messages and communication Amplification of ASC Play Well messages and communications
Communicate	<ol style="list-style-type: none"> Promote and amplify Play Well messages through your organisation's communications e.g. external newsletters, social media.
Measurement and Data	<ol style="list-style-type: none"> Participate in the co-design, and potential adoption of the Play Well data charter (a standardised approach to collecting and using community sport participation data). Provide early feedback on the impact unlocked through implementation.
Programs and Activities	<ol style="list-style-type: none"> Provide opportunities for fellow Play Well Affiliates to participate in relevant programs/events/activities to enhance collective impact.
Expertise	<ol style="list-style-type: none"> Where expertise exists: <ul style="list-style-type: none"> provide presenters or subject matter experts at ASC conferences or workshops provide advice to support Play Well Strategy implementation sharing of organisational case studies for learning opportunities Where appropriate, share opportunities for fellow Affiliates to access knowledge and expertise from your organisation.

**This may include questions that capture diversity data.*

