**01.01.16**

AGREEMENT V4

leadership equipping grant (leg)



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**THIS AGREEMENT** is made on the day of 2014

**Between the Parties:**

|  |  |
| --- | --- |
| **Party 1:** | |
| Provider: | Christian Community Church’s in Victoria and Tasmania |
| ABN: | 21 658 610 817 |
| Address: | PO Box 521, Blackburn VIC 3130 |
| **Party 2:** | |
| Applicant: |  |
| ABN: |  |
| Address: |  |
| **Party 3:** | |
| Student: |  |
| Address: |  |

**BACKGROUND:**

* CCCVaT is an association that aids and assists churches grow the Kingdom of God,
* CCCVaT is the promoter and manager of the program titled Leadership Equipping Grant (LEG),
* The Church has applied for a Leadership Equipping Grant (LEG), subject to the terms and conditions outlined in the LEG Guidelines, and
* The Church’s application has been approved subject to the signing of this Agreement by all Parties.

**The parties to this agreement agree as follows;**

**OPERATIVE PART:**

1. **DEFINITIONS:**

In this Agreement unless repugnant to or inconsistent with the context, the following meanings shall apply:

**Agreement –** this Leadership Equipping Grant (LEG) Agreement.

**Business Day** - means a day other than a Saturday, Sunday, Public Holiday or Bank Holiday  
where an act is to be performed or payment made.

**Christian Community Churches of Victoria and Tasmania (CCCVAT) -** owner and operator of the LEG.

**Commencement Date –** the date from which the terms and condition of this Agreement apply, as set out in Schedule 1.

**Confidential Information –** means any correspondence or information pertaining to the Application, Agreement and program not available in the public domain or so marked.

**Force Majeure** - circumstance beyond the reasonable control of the Parties, which results in a Party being unable to observe or perform on time an obligation under this Agreement.

**Guidelines –** a published document detailing the terms and conditions of the LEG.

**LEG –** Leadership Equipping Grant (LEG).

**Intellectual Property Rights** - all rights present and future, copyright, trademarks, designs, patents and confidential information and all other rights conferred by statute, common law and/or equity and also includes the right to register any such rights.

**Mentor –** person nominated on the Application, who will mentor the Student in the Ministry of The Church.

**Ministry –** duties performed by The Church serving the Kingdom of God, which may be onsite or offsite.

**Party or Parties –** signatories or parties to this agreement.

**Student –** person undertaking the LEG.

**Supervisor –** person nominated on the Application, who will supervise the Student in the Ministry of The Church.

**Term** means the period this agreement applies, as detailed Schedule 1.

**The Church –** an associate church or church listed with the Christian Brethren Trust.

**Third Party Provider** an entity employed by CCCVaT to manage or assist with the LEG or any part thereof.

**Trade Marks** – the marks of the Christian Community Churches of Victoria and Tasmania, The Church and LEG Program. (as the context dictates).

**2: INTERPRETATION:**

In this Agreement:

* 1. Words importing the singular include the plural and vice versa.
  2. A reference to any Party or other person includes that person's successors and permitted assigns.
  3. A reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder.
  4. A reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time.
  5. A reference to a recital, clause or Schedule is a reference to a recital, clause or Schedule of this Agreement.
  6. A reference to a month means a calendar month.
  7. A reference to a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, co-operative and any other legal or commercial entity or undertaking,
  8. Where a Party comprises two or more persons, any agreement or obligation to be performed or observed by that Party binds those persons jointly and each of them severally, and a reference to that Party is deemed to include a reference to any one or more of those persons.
  9. The headings in this Agreement do not affect its interpretation.
  10. The recitals and the schedules form part of this Agreement.
  11. A reference to $ is to Australian currency.

**3: SCOPE OF THIS AGREEMENT:**

During the Term of this Agreement:

1. CCCVaT and The Church will co-fund the LEG.
2. The Church will employ the Student in the Ministry of The Church.
3. The Student shall work in the ministry of the Church as instructed by the Supervisor.

**4: TERM:**

This Agreement commences on the Commencement Date and continues for the Term until concluded or terminated in accordance with this Agreement.

**5: ACKNOWLEDGEMENT:**

The Church and Student acknowledge and agree:

* 1. Grants:

1. CCCVaT has a limited number of LEG’s available to churches annually.
2. churches may apply for more than one LEG.
3. Applications will be approved according to the number of Ministry Internship Grants (MIG’s) and LEG’s received over time, with preference to churches that have never been granted one given priority to those churches that have received one in the past or are currently receiving more.
4. The Student is limited to one LEG per lifetime.
   1. LEG operational provisions:
5. CCCVaT may operate and conduct the LEG in such manner as it determines in its  
   absolute discretion.
6. The LEG or any part thereof may be varied, amended or terminated by CCCVaT  
   from time to time by notice to The Church and Student.
7. CCCVaT will use its best endeavour to consult with The Church and Student on  
   any significant proposed changes to the terms and conditions of the LEG.
8. CCCVaT will give The Church and Student 30 days’ written notice where variances are made.
9. The LEG may be operated by CCCVaT using Third Party Providers.

5.3: CCCVaT’s maximum contribution for the Term of this Agreement is detailed Schedule 1.

**6: WHAT CCCVaT WILL DO:**

6.1 CCCVaT will:

1. Subject to the Church and Student meeting its obligations under this Agreement,  
   co-fund the Student’s employment at the agreed Total Hourly Rate as specified in  
   Schedule 1, in ministry of The Church for the period of the Term.
2. Fund training in appropriate courses as approved by The Church and CCCVaT at  
   recognised and approved tertiary institutions, as specified in Schedule 1.
3. Co-fund one mission trip to work alongside pastors/missionaries or mission  
   agencies, as specified in Schedule 1.

6.2 Payment of CCCVaT contribution to the LEG, shall be subject to the terms outlined in  
 the Guidelines and The Church and Student meeting the terms and conditions of this  
 Agreement.

1. Advances and installments will be made on a Business Day.

**7: WHAT THE CHURCH WILL DO:**

The Church will:

* 1. Employ the Student in the Ministry of The Church.
  2. Be responsible for all the regulatory requirements expected of an employee.
  3. Co-fund the Student’s employment at the Total Hourly Rate as specified in Schedule 1, for the period of the Term.
  4. Co-fund one mission trip to work alongside pastors/missionaries or mission  
     agencies, as specified in Schedule 1.
  5. Ensure the Student is appropriately supervised by the nominated supervisor.
  6. Ensure the Student is appropriately mentored by the nominated mentor.
  7. Pray for the Student on a regular basis.
  8. Develop, equip and empower the Student.
  9. Ensure the Student is trained in all Church policy, including OHS training.
  10. Report on the Student’s progress to CCCVaT on the approved forms at the agreed  
      times as detailed Schedule 1.

**8: WHAT THE STUDENT WILL DO:**

The Student will:

* 1. Be enrolled in or undertaking a degree in religious studies at a recognized biblical university or college approved by the Church and CCCVaT:
  2. Where the Student has elected to take a gap year, the Student is to enroll in and undertake a vocational course offered by one of the biblical colleges that is approved by The Church and CCCVaT.
  3. Provide the Church with:

1. proof of course enrolment,
2. copies of examination results,
3. copy of Working with Children Check, and
4. copy of ‘National Criminal History Check’ dated within two years of the Commencement of the LEG, and
5. An electronic portrait of no less than 300dpi or 1mb.
   1. Undertake Ministry duties as directed by The Church and its appointed Supervisor.
   2. Undertake training as directed by The Church.
   3. Attend conferences/conventions hosted by CCCVaT, as directed by the Church and CCCVaT.
   4. Report on LEG on the approved form and at the prescribed times, detailed Schedule 1.
   5. Conduct them self at all times in accordance with Christian beliefs and values.
   6. Abide at all times by the terms and condition of the Guidelines and this Agreement.

**9: COMPLAINT HANDLING:**

9.1Where the Church or Student has a complaint against the other which cannot be  
 satisfactorily resolved, the Church or the Student many refer the matter to CCCVaT:

1. CCCVaT shall do everything reasonably possible to remedy the complaint between the Parties.
2. In the event the Church or Student are unable to agree on a solution, CCCVaT will make a resolution which the Parties will abide by.

9.2Where a complaint exists with the Church or Student with CCCVaT which is not able to be  
 satisfactorily resolved, the Parties are to appoint a mutually acceptable mediator to mediate  
 on the dispute and the Parties are to abide by any recommendation the mediator proposes.

**10: INTELLECTUAL PROPERTY RIGHTS:**

10.1The Church and Student acknowledge that all Intellectual Property Rights in the Leadership Equipping Grant are vested in and are exclusively owned by CCCVaT.

10.2 This clause shall survive the termination or expiration of this Agreement.

**11: INDEMNITITES AND INSURANCE:**

11.1 The Church and Student releases and indemnifies CCCVaT, its directors, officers, employees, agents, contractors and related bodies corporate against all actions, claims, demands and proceedings which may be instituted against all Parties and/or against all liability, losses, damages, costs, expenses (including consequential and special loss or damage) which may be suffered or incurred or which may arise in any manner, directly or indirectly, whether during the term of this Agreement or after the termination or expiration of this Agreement, from or in connection with:

* + 1. The supply of goods or services by or on behalf of the CCCVaT to Parties.
    2. The promotion of the LEG.
    3. Any changes to the LEG.
    4. Any failure of performance or wrongful performance by the Parties of any of their obligations under this Agreement.
    5. Any negligence or willful misconduct of by the Parties in connection with this Agreement.
    6. Any unauthorised use or infringement of CCCVaT’s Intellectual Property Rights, caused directly or indirectly by the Parties.

11.2 The Church shall maintain public liability insurance and other related insurance for the safeguard of its employees and directors/leaders.

11.3 This clause shall survive the termination or expiration of this Agreement.

**12: TRADE MARKS AND LICENCES:**

Subject to the terms of this Agreement, CCCVaT and The Church each grants the other a royalty free, non-exclusive, non-transferable, revocable, non-sub licensable, licence for the term of this Agreement to use the other Parties Trade Mark/s in marketing the LEG.

**13: CONFIDENTIALTY:**

13.1 The Parties may not disclose any information on the LEG or this Agreement, which is not  
 already in the public domain, without the consent of the other Parties.

13.2 This clause shall survive the termination or expiration of this Agreement.

**14: TERMINATION:**

CCCVaT may terminate this Agreement without liability or cause by giving 30 days written notice to the Parties at any time where:

1. The Church resigns from the Association.
2. The Church is expelled from the Association.
3. The Church is insolvent or risks being wound up.
4. The Church discredits the integrity of CCCVaT.
5. The Church fails to perform or breaches its obligations under the Guidelines or this Agreement.
6. The Student has his or her citizenship or right to live in Australia revoked.
7. The Student’s National Criminal History Check reveals a criminal activity or conviction that in the opinion of The Church is unacceptable for the role intended.
8. The Student is found guilty of a criminal offence.
9. The Student fails to be granted a Working with Children Check.
10. The Student is declared or declares bankruptcy.
11. The Student behaves in a manner contrary to Christian beliefs or values.
12. The Student discredits The Church or CCCVaT.
13. The Student fails to fulfil or breaches any obligations under the Guidelines or this Agreement.

**15: PRIVACY:**

15.1 The Parties will comply with all relevant laws in relationship to privacy and data collection  
 and not disclose any personal information without the consent of the Parties.

15.2 The Student consents that The Church may use personal or disclosed information for  
the purpose of meeting its obligations under this Agreement.

* 1. The Parties consent that CCCVaT may use personal or disclosed information for meeting its obligations under this Agreement and for its own marketing purposes where appropriate.
  2. This clause shall survive the termination or expiration of this Agreement.

1. **FORCE MAJEURE:**
   1. Neither Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement, if such delay is due to Force Majeure.
   2. If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Parties obligations will be suspended.
   3. If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (30) days, either Party may immediately terminate the Agreement on providing notice in writing to the other Party.

**17 STATUS OF THE PARTIES:**

Nothing in this Agreement is to be construed as creating a partnership or joint venture or relationship of agency or employment between the Parties.

**18: NOTICES:**

Any notice, demand or other communication (“Notice”) to be served or required to be made pursuant to this Agreement, is to be in writing and either served by post to the addresses as detailed in this Agreement or emailed to the Parties addresses as detailed at the start of this Agreement or Schedule 1.

**19: PROVISIONS SEVERABLE:**

If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Agreement.

**20: GOVERNING LAW:**

20.1 This Agreement and the transactions contemplated by it are governed by and construed in accordance with the laws of the State of Victoria, Australia and the Parties irrevocably submit to the exclusive jurisdiction of the courts in that State.

20.2 This clause shall survive the termination or expiration of this Agreement.

**21: VARIATION:**

No part of this Agreement may be amended or modified unless reduced to writing making specific reference to this Agreement and signed by the Parties.

**22: ENTIRE AGREEMENT:**

This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations.

**SIGNATORIES TO AGREEMENT:**

The Parties to this Agreement declare that the information provided on all relevant forms used to approve this application and details listed in this Agreement are to the best of their knowledge true and correct.

**A: The Church** (*to be signed**by a person authorised by The Church to do so*)

|  |  |
| --- | --- |
| **Date:** |  |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |

**B: The Student** (*to be signed**by the Student in the presence of the Church signatory)*

|  |  |
| --- | --- |
| **Date:** |  |
| **Name:** |  |
| **Signature:** |  |

**C: CCCVaT** (*to be signed**by a person authorised by CCCVaT to do so.)*

|  |  |
| --- | --- |
| **Date:** | Day/Month/Year |
| **Name:** | Paul Gould |
| **Position:** | Mission and Ministries Operations Director |
| **Signature:** |  |

### **SCHEDULE 1:**

|  |  |
| --- | --- |
| **a: Commencement:** |  |
| **b: Term:** |  |
| **c: Hourly Rate:** | 60% of the BU VIC Stipend, reviewed the first day of each year.  The hourly rate covers the hourly rate, annual leave and sick and or compassionate leave and public holidays. |
| * 20 and over: | 100% of the hourly rate |
| * 19 and over: | 90% of the hourly rate |
| * 18 and over: | 80% of the hourly rate |
| **d: Hours:** | Maximum 1040 hours pa.  Provisioned |
| **e: Super Guarantee Levee:** | As from the 01.07.2014 – 9.5% of the Hourly Rate |
| **f: Work Cover Insurance:** | Provision of 1% of the Hourly Rate. |
| **g: Total Hourly Rate** | Includes the hourly rate, superannuation guarantee levy and work cover insurance. |
| **h: Advances - CCCVaT** | Quarterly |
| * CCCVaT’s contribution to the LEG equates to 50% of the Total Hourly Rate for a maximum of 1040 hours per annum and for a maximum of four years. * Where the Church agrees to fund the Intern at a Total Hourly Rate greater than specified in this agreement, the amount in excess will be at the Church’s expense. * With the agreement of the Church, where the Intern has consented to work more hours than provided for in this agreement, payment of the additional hours will be at the Church’s expense. * With the agreement of the Church, where Intern has consented to work less hours than provided under this agreement, CCCVaT will advance its share of funds appropriate to the agreed hours at the Total Hourly Rate. * Where the Intern worked less hours than provisioned for, CCCVaT will adjust the next advance according to the hours worked in the previous period.   Where the Intern worked less hours than provisioned for during the final six month period, the Church will reimburse CCCVaT for CCCVaT’s share of the hours not worked. | |
| **i: Mission Trip:** | Subject to the prior agreement of the Church and CCCVaT.  CCCVaT and the Church will co-fund on an equal basis for the Student to experience and participate in mission, be it in Australia or the world, to witness God’s love for all people and the difference mission work can make in their lives.  CCCVaT will contribute 50% of the cost of the mission trip to a maximum of $3,000. Costs have to be direct costs ie airfares and other related travel expenses etc; subject to CCCVaT’s approval.  Refer following note regards training. |
| **j Training:** | Subject to the prior agreement of the Church and CCCVaT.  To provide training in addition to that provided for the degree at an accredited and approved tertiary institution, that is intended to enhance the ministry skill sets of the Student.  CCCVaT’s available funds for training and mission support are $3,000. |
| **k:** **Reporting:** | |
| * The Church: | Annual Progress Reports required for the periods: |
| Final report upon conclusion for the period: |
| * Student: | Annual Progress Reports required for the periods: |
| Final report upon conclusion for the period: |
| **l:** **Email Addresses:** | |
| * CCCVaT: | office@cccvat.com.au |
| * The Church: |  |
| * Student: |  |