



# Your Act Belong Commit partnership

PARTNERSHIP GUIDE AND AGREEMENT

MARCH 2023



Thank you for your support for the Act Belong Commit® program and for caring about the mental wellbeing of Western Australians! We're looking forward to working with you to help more people make positive changes in their lives!

## What you'll be supporting

Act Belong Commit® is an evidence-based health promotion program designed to encourage people to take action to improve and protect their mental health and wellbeing.

### Act Do something.

Keep active - mentally, physically, socially, spiritually, culturally... Go for a walk, say hello, read a book, meditate or pray.

### Belong Do something with someone.

Keep connected - to friends, family, community and your culture. Join a book club, join a sports team, take a cooking class, go to community events.

### Commit Do something meaningful.

Do something meaningful, important and valuable to you. Volunteer, learn something new, take on a challenge, take up a cause, help a neighbour.

## How you can help us!

- Encourage people to prioritise their mental health and wellbeing.
- Share our message with others.
- Provide opportunities for people to be active, connect with others and do meaningful activities.



Long-standing partner Yogazeit, provides yoga and mindfulness programs, training and professional development including the 'Deadly Minds' Indigenous Yoga Teacher Training at Nanga Bush Camp.



# About your organisation

**Please tell us about your organisation – your goals, activities and the people you support.**

It will help inform the Partnership Program and the resources we offer.

**Describe in a few words any ways you can help people to be active, connect with others and do meaningful things.**

**Please provide your Facebook URL and/or Instagram handle.**

Act Belong Commit® will follow your organisation and share any activities or posts.

## Your organisation's contact details

Organisation name\*

Wolves Run Club & Mental Health Ambassadors

Email for organisation\*

admin@wolvesrc.com

Street address\*

Postcode\*

6154

Phone

0438537174

Website (or other) for more information\*

www..wolvesrc.com

Name of key contact\*

Keith Mitchell

Role

Email for key contact\*

Admin@wolvesrc.com

# How will your organisation support Act Belong Commit?

Our partners support Act Belong Commit® in countless ways. Some contribute in many ways, while others implement to one or two simple actions. Select from the list below, the ways your organisation will share the Act Belong Commit® message over the term of the partnership period.

- Use the Act Belong Commit® message when promoting our organisation, activities or events.
- Include the Act Belong Commit® logo on promotional materials (such as posters or social media posts) when promoting our organisation, activities or events.
- Display an Act Belong Commit® partner decal (sticker) or other Act Belong Commit sign.
- Include an Act Belong Commit® message (either as an text or image) to all email signatures.
- Follow Act Belong Commit® on social media (Facebook and/or Instagram).
- Promote Act Belong Commit® on social media and include @actbelongcommit in any posts.
- Display Act Belong Commit® posters, brochures and other educational materials.
- Add the Act Belong Commit® logo to our website with a link to [actbelongcommit.org.au](http://actbelongcommit.org.au) (required).
- Add our organisation to the Act Belong Commit® Activity Finder tool (required).
- Add any relevant activities and events to the Act Belong Commit® Activity Finder tool.
- Promote our organisation being on the Act Belong Commit® Activity Finder using the provided A3 poster (required).
- Promote our organisation's listing/s on the Act Belong Commit® Activity Finder on social media or other digital platforms.
- Promote at least one Act Belong Commit® initiative (such as Active August) per year.
- Promote the Act Belong Commit® Mental Wellbeing Quiz.
- Other (please specify below)

Esperance Community Arts fosters mental wellbeing through arts projects including a mural project that engaged young local people.





# How will Act Belong Commit support you...

We want to make it as easy as possible for you to be an active Act Belong Commit® Partner as well as publicly recognise your support. During the term of our partnership we will:

- Add your organisation's logo to the Act Belong Commit® website with link to your website or Facebook page.
- Authorise your organisation to use the Act Belong Commit® Campaign brand and resources through our licence agreement.
- Provide access to Act Belong Commit® resources.
- Train you ways to promote the Act Belong Commit® message and support you through webinars and other professional development.
- Communicate regularly with you through a dedicated Partner newsletter.
- Promote your organisation's services, events and activities on the Act Belong Commit® Activity Finder tool.
- Provide access to the Act Belong Commit® partner Facebook group so you can network with other partners.



Albany Book Clubs have been an Act Belong Commit® partner since 2021.



# Your Act Belong Commit partnership

## KEY CONTACTS

### Partnerships Coordinator

(08) 9266 4648

[actbelongcommit@curtin.edu.au](mailto:actbelongcommit@curtin.edu.au)

## OTHER CONTACT INFORMATION

### Postal address

Curtin University

GPO Box U1987

Perth WA 6845

### Phone

(08) 9266 1705

### Office address

Curtin University

Bentley Campus

School of Population Health

Kent Street

Bentley WA 6102

### Email

[actbelongcommit@curtin.edu.au](mailto:actbelongcommit@curtin.edu.au)

### Website

[actbelongcommit.org.au](http://actbelongcommit.org.au)

### Social media

[@actbelongcommit](https://www.instagram.com/actbelongcommit)

THIS AGREEMENT is made between the Parties on the Commencement Date.

**CONTRACT DETAILS**

Item 1	PARTIES (each a <i>Party</i> )	CURTIN UNIVERSITY, a body corporate established under the <i>Curtin University Act 1966</i> , of Kent Street, Bentley, Western Australia 6102 ( <i>Curtin</i> ) through its Mentally Healthy WA at the School of Population Health at Curtin	
		Of <span style="float: right;"><i>(Licensee)</i></span>  ABN (If applicable) 0438537174	
Item 2	COMMENCEMENT DATE	The Date that this Agreement is signed by the last Party to sign it.	
Item 3	END DATE	31 December 2025	
Item 4	PERMITTED USE	To run and promote the Program in initiatives of the Licensee [as further detailed in Schedule 2].	
Item 5	TERRITORY	Western Australia	
Item 6	REPRESENTATIVE	<b>Curtin Representative</b>	Name: Rodney Glossop Role: Partnerships Coordinator Email: r.b.glossop@curtin.edu.au
		<b>Licensee Representative</b>	Name: Keith Mitchell Role: Founder Email: admin@wolvesrc.com

**IT IS AGREED THAT:**

**1. DEFINITION AND INTERPRETATION**

1.1 In this Agreement the following terms are defined as follows:

**Act Belong Commit** means the Program’s key evidence informed strategies to support positive mental health promotion in individuals and the community through the principles of:

(a) Act – keep active - mentally, physically, socially, spiritually and culturally;

(b) Belong – keep connected to friends, family and community; and

(c) Commit – do something meaningful, important and valuable such as volunteering, learning something new or taking on a challenge.

**Agreement** means this agreement, including all schedules and annexures.

**Brand Style Guide** means the guidelines provided to the Licensee and attached to this agreement.

**Confidential Information** means any Intellectual Property, know-how, financial information and other commercially valuable information in whatever form, including inventions, trade secrets, formulae, graphs, drawings, designs, formulae, samples and other materials of whatever description or form, whether written or oral and excludes information which:

- a) is or becomes public knowledge or part of the public domain otherwise than as a result of unauthorised disclosure by the recipient Party or its representatives;
- b) has been independently developed or acquired by the recipient; and
- c) becomes available to the recipient from a source other than the disclosing Party who has not obtained it directly from the disclosing Party;

**Commencement Date** means the date specified in Item 2.

**Contract Details** means the details for this contract set out in the Contract Details table on page 1 of this Agreement.

**End Date** means the date specified in Item 3.

**Intellectual Property Rights** means statutory and proprietary rights in respect of copyright, inventions, patents, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, Confidential Information, scientific discoveries, knowledge, know-how or expertise, and all other intellectual and industrial property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, 1967.

**Item** means an item of the Contract Details.

**Licensee Materials** mean materials used or developed by the Licensee during the use of the Program.

**Permitted Use** means the permitted use described in Schedule 2.

**Program** means Curtin's Act Belong Commit campaign and targeted programs coordinated by Mentally Healthy WA group at the School of Population Health at Curtin.

**Program Aims** means the aims set out in Schedule 1.

**Program Data** means a simple summary of use of the Program by the Licensee by way of process evaluation data collected as the Program's evaluation by survey as described in Schedule 3.

**Program Material** means all material provided by Curtin as part of the Program including resources, reports, data, notes and other written and photographic material, maps, drawings and other graphic material and any electro-magnetically stored material and as further described in Schedule 2.

**Representative** means a Party's representative specified in item 6 or such other person as notified by that Party to the other Party from time to time.

**Term** means the term of this Agreement as described in **Clause 2**.

**Territory** means the territory specified in Item 5.

## 2. TERM

This Agreement is made between the Parties on the Commencement Date and continues until the End Date unless terminated earlier.

## 3. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

3.1 Curtin grants to the Licensee a non-exclusive licence right to use the Program for the Permitted Use in the Territory during the Term and in accordance with the terms and conditions of this Agreement.

3.2 All rights, interest in and title to the Intellectual Property in:

- a) the Program and the Program Material; and
  - b) any improvements, developments and enhancements to the Program or the Program Material in the performance of this Agreement,
- will vest in Curtin and be owned by Curtin absolutely.

3.3 The Licensee grants to Curtin a non-exclusive licence to use programs independently developed by the Licensee and which include components of the Program, for further use in the Program. Curtin may use Licensee Materials provided by the Licensee, such as photographs, for further use in the Program.

3.4 The Licensee acknowledges and agrees that it will:

- a) only use the Program for the Permitted Use and in accordance with the Program Aims in the Territory for the Term;
- b) take all reasonable steps to promote the Program in accordance with the Permitted Use;
- c) not make a profit from using the Program;
- d) not make any additional copies or reproduce, or distribute the Program without Curtin's written permission;
- e) not sell, assign or encumber all or any of the licensing rights under this Agreement to any other person without Curtin's written consent;
- f) only modify, alter or vary the Program as is set out in the Permitted Use and as agreed in writing by the Parties from time to time;
- g) participate in training provided by Curtin to ensure the correct use of the Program; and
- h) in consideration for the grant of the Licence provide Curtin with the required reporting and Program Data.

3.5 The Licensee may not grant sub-licences under this Agreement without Curtin's prior written consent.



- 3.6 The Licensee must not (and must ensure that their employees, officers, agents and contractors do not):
- a) breach any Intellectual Property Rights; or
  - b) engage in any act or omission which could in Curtin's absolute discretion be a breach of Intellectual Property Rights or an alleged breach of Intellectual Property Rights.

#### 4. ACKNOWLEDGMENTS AND BRAND USE

- 4.1 The Licensee may use the Act Belong Commit logos as specified in the Permitted Use and in accordance with the Brand Style Guide.
- 4.2 Where any material is published pursuant to this Agreement, the Licensee must acknowledge the intellectual ownership of the work and insert the Act Belong Commit and Curtin logos on the published material in accordance with the Brand Style Guide issued to the Licensee.
- 4.3 Acknowledge Curtin in all academic publications, conference presentations and other scientific and educational outputs emanating from this Agreement. At least 30 days prior to the publication, the Licensee must obtain prior written approval from Curtin to publish.
- 4.4 The Licensee cannot use the logo, insignia or name of Curtin in promotional and publicity materials, including advertisements, brochures, stationery materials in connection with or relating to the promotion or conduct of the Permitted Use without Curtin's prior written consent and subject to such written directives as required by Curtin.

#### 5. CONFIDENTIALITY

- 5.1 Each Party undertakes to treat all Confidential Information in confidence to a degree not less than it treats its own Confidential Information, and will not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party or unless required by law.
- 5.2 Each Party's obligations under clause 5.1 survive for a period of 5 years from termination or expiry of this Agreement or as otherwise agreed by the Parties in writing.
- 5.3 The confidentiality obligations under this **Clause 5** will survive and continue beyond the expiration or termination of this Agreement.

#### 6. INDEMNITY

- 6.1 The Licensee acknowledges and agrees that it uses the Program at its own risk.
- 6.2 The Licensee (and its employees, officers, agents and contractors) (the **Indemnitor**) will at all times indemnify and hold harmless Curtin and (and its employees, officers, agents and contractors) (**indemnified**) from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by any Indemnified arising from

any claims or proceedings against the Indemnified where such loss or liability was caused by:

- a) a breach by the Licensee of its obligations under this Agreement; or
- b) any act or omission of the Indemnitor; or
- c) an infringement or alleged infringement of the intellectual property rights to the Program where such infringement or alleged infringement arises or is caused by the Indemnitor.

#### 7. LIABILITY

- 7.1 Curtin makes no express or implied warranties under this Agreement or in relation to the Program, including without limitation the suitability or fitness for purposes of the Program for the Permitted Use in the Territory and / or pursuant to the requirements of regulatory, ministerial or statutory authorities of the Territory.
- 7.2 Curtin does not exclude or limit the application of any provision of any statute (including the *Trade Practices Act 1974* (Cth)) where to do so would contravene that statute or cause any part of this clause to be void.
- 7.3 The Licensee warrants that it has obtained all required approvals to provide Licensee Materials to Curtin for the use of the Program by Curtin.

#### 8. TERMINATION

- 8.1 This Agreement may be terminated by either Party by written notice to the other Party if a Party breaches of the terms and conditions of this Agreement and that breach is not remedied within 14 days of receipt of written notification from the other Party to remedy the breach.
- 8.2 A Party may terminate the Agreement at any time during the term by providing the other Party with 1 month's written notice of its intention to terminate.
- 8.3 On termination or expiration of this Agreement the Licensee must return to Curtin any and all materials in whatever media relevant to Intellectual Property rights, including but not limited to Program and the Program Material and Confidential Information.
- 8.4 Termination of this Agreement will not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination **Clause 3, Clause 5, Clause 6 and Clause 7** continue to apply after the termination or expiration of this Agreement.

#### 9. DISPUTE RESOLUTION

- 9.1 The Parties agree to co-operate and attempt in good faith to resolve any disputes or differences (**Dispute**) between them in relation to this Agreement.
- 9.2 If a Dispute cannot be resolved in accordance with clause 9.1, the matter must be referred to mediation. The mediation will be conducted by a single mediator to be appointed in the absence of agreement by the Parties by the Chair (or the Chair's designate or representative) of the Resolution Institute (ABN 69 008

651 232). In the mediation, the mediator will determine the guidelines for mediation and the cost of resolving the mediation will be borne equally by the Parties.

- 9.3 If the Dispute is not resolved within 30 days of the start of mediation, then any Party may commence proceedings in any court of competent jurisdiction.
- 9.4 Nothing in this clause prevents a Party from seeking urgent interlocutory relief.
- 9.5 Despite the existence of a Dispute, the Parties will continue to perform their obligations under this Agreement where reasonably able to do so.

## **10. GENERAL**


- 10.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and any prior arrangements, agreements, representations or undertakings are superseded.
- 10.2 The rights and obligations of the Parties under this Agreement will not be assignable without the prior written permission of the other Party.
- 10.3 Each Party to this Agreement will enter into and execute all documents and deeds and do all acts as may be reasonably required by the other Party to effectively carry out the terms and intentions of this Agreement.
- 10.4 If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- 10.5 Any failure by a Party to compel performance by other Parties of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions, or any other terms and conditions.
- 10.6 Nothing in this Agreement will be construed so as to make any Party an employee, agent or partner of another Party, or create any relationship of partnership, agency, or trust whatsoever.
- 10.7 All liabilities under this Agreement will be several, and not joint or joint and several.
- 10.8 Notices under this Agreement will be to the addresses specified on page 1 for each Party.
- 10.9 This Agreement may be signed in any number of counterparts and may be signed electronically.
- 10.10 This Agreement will be construed and governed in accordance with the laws of Western Australia and subject to the non-exclusive jurisdiction of the courts of Western Australia.

- 10.11 This Agreement may not be varied except by the written agreement of the Parties.




Executed as an Agreement by the Parties

Executed for and on behalf of **CURTIN UNIVERSITY** by its duly authorised signatory.

Signature 	Name Rodney Glossop
	Title Partnerships Coordinator
	Date 14/03/2024

Executed for and on behalf of

Signature  <small>Keith Mitchell (Mar 18, 2024 15:38 GMT+8)</small>	Name Keith Mitchell
	Title Founder
	Date 18/03/2024

# 1 Schedule 1: Act Belong Commit Program and Program Aims

Act Belong Commit encourages people to take action to improve and protect their mental health and wellbeing by promoting protective behaviours known to increase mental wellbeing at the individual and community levels. The campaign encourages the creation of environments to support mental health and wellbeing in a variety of settings. Act Belong Commit campaign has two key elements:

- A statewide mass media led social marketing health promotion campaign
- Supportive Programs and Initiatives that build the capacity of the community to promote mental health and wellbeing. These are delivered across a range of sectors and audiences including health services, local governments, schools, workplaces, community organisations and local clubs.

Act Belong Commit aims to:

- encourage people to prioritise mental health and wellbeing;
- motivate and inspire people to take action to improve their mental health and wellbeing (by providing them with the tips and tools to do so); and
- encourage organisations to provide opportunities for people to connect.

## 1.1 Act Belong Commit Partnership Program

The Act Belong Commit Partnership Program is a key part of the overall campaign and Partners contribute by:

- Extending the reach of the Act Belong Commit message.
- Providing people to opportunities for them to be active, connect with others and undertake meaningful activities.
- Providing supportive environments that create opportunities to put the Act Belong Commit message into practice.

Each partner is allocated to their most suitable partnership band from the four partner categories below:

- Site Partners
- Associate Partners
- Community Partners
- School Partners.

## 1.2 Requirements of all Partners

To ensure Partners align with Act Belong Commit's purpose of promoting and facilitating good mental health and wellbeing, a number of minimum requirements need to be met by Partners.

These are described within the Act Belong Commit [Policy position: Minimum health policy requirements](#) for the purposes of enhancing health promotion outcomes.

All Partners are encouraged to create practices that work towards whole of community inclusivity. Partners are also encouraged to implement environmental provisions including recycling, minimal use of plastics, etc.



## 2 Schedule 2: Acknowledgement of Act Belong Commit and the health message

To assist Partners delivering the strategies described in section 1.2 the table below describes the permitted use of the Act Belong Commit branding and message for various communication and education strategies.

Item	Permitted use	
<b>2.1 Act Belong Commit brand assets</b>		
2.1.1 Act Belong Commit logo	<ul style="list-style-type: none"> <li>To identify organisation as an Act Belong Commit partner.</li> <li>To co-brand any promotion of the Partner's program, event or activity. All messages within these assets must comply with section 1.2.</li> </ul>	Must comply with logo use described within the current Act Belong Commit Brand Style Guide.
2.1.2 Act Belong Commit Aboriginal logo		
2.1.3 Act Belong Commit branding	<ul style="list-style-type: none"> <li>In any co-branded promotion using Act Belong Commit in the Partner's program, event or activity. All messages within these assets must comply with section 1.2.</li> </ul>	Must comply with brand assets (such as colours, fonts) as described within the current Act Belong Commit Brand Style Guide.
2.1.4 Act Belong Commit Aboriginal brand		
<b>2.2 Key messages and content</b>		
2.2.1 Act Belong Commit key messages	<ul style="list-style-type: none"> <li>In any promotion of the Partner's program, event or activity that describes a relationship to mental health and wellbeing outcomes.</li> <li>In any co-branded promotion of the Partner's program, event or activity that describes a relationship to mental health and wellbeing outcomes.</li> </ul>	Must comply with key messages as described within the current Act Belong Commit Brand Style Guide.
2.2.2 Mental health and wellbeing content	<ul style="list-style-type: none"> <li>Any content (digital or non-digital) relating to mental health and wellbeing.</li> <li>Any content (digital or non-digital) relating to the Partner's program, event or activity that describes a relationship to mental health and wellbeing outcomes.</li> </ul>	Must be consistent with content from the Act Belong Commit website or current (digital or non-digital) resources. Additional content may also be taken from relevant sections of the current Campaign Community Kit.

Item	Permitted use	
<b>2.3 Resources</b>		
2.3.1 Digital resources	<p>In any digital promotion of Act Belong Commit by the Partner. All messages within these assets must comply with section 1.2.</p> <p>Digital promotion may include, but is not limited to, static and video assets used on or within:</p> <ul style="list-style-type: none"> <li>• Social media</li> <li>• Website banners</li> <li>• Intranet</li> <li>• Email signatures</li> <li>• Digital screens</li> <li>• Any other digital channel</li> </ul>	<p>Only the current version of Act Belong Commit assets can be used.</p> <p>Current resources are described within the current Act Belong Commit Partnership Program Resource and Signage Order Forms and current Campaign Community Kit.</p>
2.3.2 Printed resources	<p>In any non-digital promotion Act Belong Commit by the Partner. All messages within these assets and venues where these assets are placed must comply with section 1.2.</p> <p>Type of assets may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Paper based (such as posters)</li> <li>• Signage (such as teardrop banners)</li> <li>• Merchandise (such as lanyards)</li> </ul>	
2.3.3 Assets from the statewide mass media health promotion campaign	<p>Type of assets may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Video (such as television commercials)</li> <li>• Audio (such as radio commercials)</li> <li>• Static (such as newspaper advertisements)</li> </ul>	<p>Partners must seek permission from Mentally Healthy WA before use as production and talent costs may be incurred.</p>
2.3.4 Act Belong Commit online tools	<p>May be used and shared using a hyperlink to the relevant section on the Act Belong Commit website.</p>	



### **3 Schedule 3: Reporting requirements**

Mentally Healthy WA uses a variety of data to measure and evaluate the impact of the Act Belong Commit campaign and report to campaign funders.

#### **3.1 Process evaluation**

Twice yearly Partners are required to complete a short online survey to report on how the Act Belong Commit brand and message has been promoted. Mentally Healthy WA will provide an electronic link to complete the questionnaire no later than 20 business days before the completion deadline.

Key dates are:

1 June (or nearest business day) – Partners receive email with link to survey

30 June (or nearest business day) – Deadline for Partners to complete survey

10 December (or nearest business day) – Partners receive email with link to survey

10 January of following year (or nearest business day) – Deadline for Partners to complete survey










# Act Belong Commit Partnership Agreement

Final Audit Report

2024-03-18

Created:	2024-03-14
By:	Rodney Glossop (185247H@curtin.edu.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJYGalrb-jlfYZ4imkX8Pam7K26JgyDVj

## "Act Belong Commit Partnership Agreement" History

-  Document created by Rodney Glossop (185247H@curtin.edu.au)  
2024-03-14 - 06:05:48 GMT
-  Document e-signed by Rodney Glossop (185247H@curtin.edu.au)  
Signature Date: 2024-03-14 - 06:06:27 GMT - Time Source: server
-  Document emailed to admin@wolvesrc.com for signature  
2024-03-14 - 06:06:47 GMT
-  Email viewed by admin@wolvesrc.com  
2024-03-14 - 06:06:58 GMT
-  Email viewed by admin@wolvesrc.com  
2024-03-16 - 06:10:49 GMT
-  Email viewed by admin@wolvesrc.com  
2024-03-18 - 06:51:59 GMT
-  Signer admin@wolvesrc.com entered name at signing as Keith Mitchell  
2024-03-18 - 07:38:46 GMT
-  Document e-signed by Keith Mitchell (admin@wolvesrc.com)  
Signature Date: 2024-03-18 - 07:38:48 GMT - Time Source: server
-  Agreement completed.  
2024-03-18 - 07:38:48 GMT



Powered by  
**Adobe**  
Acrobat Sign