



International Collaboration Agreement



Mahboba's Promise Inc

AR 33

PPG 8.6 International Collaboration Agreement

Mahboba's Promise Inc.

[Mahboba's Promise Afghanistan]

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Date	[*] 2007
Parties	<p>Mahboba's Promise Inc. (ABN 85 254 682 685) an association incorporated in New South Wales of 1/26-28 Parklands Road, North Ryde, NSW, Australia (<i>MPI</i>); and</p> <p>Mahboba's Promise Afghanistan [an associated incorporated in Afghanistan of [*]] (<i>MPA</i>)</p>
Recitals	
A	The parties agree to the rights and obligations owed to one another in the manner set out in this Agreement.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ACBAR means the Agency Coordination body for Afghan Relief.

ACBAR Code means the document entitled "Code of conduct for NGOs engaged in Humanitarian Action, Reconstruction, and Development in Afghanistan" governed by, among others, ACBAR, as amended from time to time.

ACFID means the Australian Council for International Development (ARBN 091 918 704).

ACFID Code means the document entitled "ACFID Code of Conduct for Non Government Development Organisations" governed by ACFID, as amended from time to time.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the converse.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.



- (d) A reference to a person, corporation, trust, partnership, unincorporated body, or other entity includes any of them.
- (e) A reference to a clause, annexure, or schedule is a reference to a clause of, or annexure or schedule to, this Agreement.
- (f) A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted substitutes or assigns.
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it.
- (h) A reference to *writing* includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (i) The meaning of terms is not limited by specific examples introduced by *including, for example*, or similar expressions.
- (j) Nothing in this Agreement is to be interpreted against a party on the ground that the party put it forward.

1.3 Document or agreement

A reference to:

- (a) an *agreement* includes a Security Interest, Guarantee, undertaking, deed, agreement, or legally enforceable arrangement, whether or not in writing; and
- (b) a *document* includes an agreement (as so defined) in writing or a certificate, notice, instrument, or document.

A reference to a specific agreement or document includes it as amended, novated, supplemented, or replaced from time to time, except to the extent prohibited by this Agreement.

2. Laws

Each party, at all times, agrees to conduct its operations in a manner consistent with:

- (a) the laws and regulations applicable in the relevant jurisdiction(s) in which it operates;
- (b) its own constitution; and
- (c) any relevant code of conduct or other applicable framework sanctioned or endorsed by a Government Agency, including, but not limited to:
 - (i) in the case of MPI, the ACFID Code; and
 - (ii) in the case of MPA, the ACBAR Code.

3. Fundraising

- (a) The parties agree to act as associates of one another, to:
 - (i) coordinate fundraising in Australia and internationally; and

- (ii) distribute funds to support charitable services in third world countries.
- (b) The profits, proceeds or other income derived by MPI or MPA must be applied solely towards the promotion of the objects of MPI or MPA (as the case may be) and no portion may be paid or transferred to a member of MPI or MPA (other than payment for services).
- (c) Notwithstanding paragraph (a) above, each party may, in its discretion, freely determine, subject to its constitution and any applicable laws, the manner in which funds held on its account are applied.

4. Information

- (a) The parties agree to, on a confidential basis, share all information and documents in their possession or control for the purposes described in paragraph 3(a) above.
- (b) Without limiting paragraph (a), each party agrees to provide, on a confidential basis, a copy of any accounts, books, or records prepared by it or on its behalf to the other party and, if requested, to any Government Agency.

5. Representations

Each party represents and warrants to the other that as at the date of this Agreement:

- (a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and under those laws and its own constitution, it has the powers to own its assets, to carry on its business as now being conducted by it;
- (b) it has the corporate power to enter into and perform, and has taken all necessary corporate action to authorise the entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement;
- (c) this Agreement has been duly authorised, executed, and delivered by it, and this Agreement, when executed and delivered, will constitute its legal, valid, and binding obligations;
- (d) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not:
 - (i) conflict with any laws binding on it;
 - (ii) conflict with the constitutional documents of it; or
 - (iii) conflict with or result in any default under any document which is binding upon it.

These representations and warranties will be required to be repeated by each party at the end of each [six] month period following the date of this Agreement.

6. Confidentiality

6.1 Confidentiality

A party must not disclose, or use for a purpose other than contemplated by this Agreement, the existence of and terms of this Agreement or any unpublished information or documents supplied by the other party in connection with this Agreement.

6.2 Permitted disclosure

A party may disclose any confidential information or documents:

- (a) to the other party to this Agreement;
- (b) which is at the time lawfully in the possession of the proposed recipient of the information through sources other than the other party to this Agreement;
- (c) if required under a binding order of a Government Agency or under a procedure for discovery in any proceedings;
- (d) if required under any law or any administrative guideline, directive, request, or policy, whether or not having the force of law;
- (e) as required or permitted by this Agreement;
- (f) to its legal advisers and consultants; or
- (g) with prior written consent of the other party Agreement.

6.3 Survival of obligation

This clause survives the termination of this Agreement.

7. Termination

Either party may terminate this Agreement by delivering one-months written notice to the other party. Termination of this Agreement does not affect any accrued rights or remedies of either party.

8. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

9. Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

10. No Agency or Partnership

This Agreement does not constitute any party the agent of another or imply that the parties intend constituting a partnership, joint venture, or other form of association in which any party may be liable for the acts or omissions of another. No party has authority to pledge the credit of another.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

12. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as an agreement.

Each attorney executing this Agreement states that he or she has no notice of revocation or suspension of his or her power of attorney.

Executed for and on behalf of **Mahboba's Promise Inc** by:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed for and on behalf of [**Mahboba's Promise Afghanistan**] by:

Director Signature

Director/Secretary Signature

Print Name

Print Name