

FALCONS

WEST PERTH FOOTBALL CLUB



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PATRON

David Elsegood

VICE PATRONS

The Honourable

Peter Collier MLC

Mayor Troy Pickard

City of Joondalup

Mayor Tracey Roberts

*City of Wanneroo***NUMBER ONE
TICKET HOLDER**

Dennis Cometti

WEST PERTH FOOTBALL CLUB (INC)

Mr Garry Hunt
 Chief Executive Officer
 City of Joondalup,
 JOONDALUP WA 6027

ATTACHMENT 1

Re: Sponsorship Proposal

Dear Garry,

On behalf of the Board of Directors of the West Perth Football Club, I would like to thank you for your continued support of the club and the role we play in the Joondalup community.

We value the excellent relationship that exists between our two organisations and truly believe that if we aren't already, we will become the benchmark across WA in how a local council and sporting organisations should work together to achieve significant and meaningful community benefits.

We would like see the City of Joondalup become a major partner of the club alongside Lakeside Joondalup Shopping Centre (Lendlease). This would see the club commence the important journey towards becoming predominantly funded from within our northern corridor and allow us to really start to promote the "Joondalup brand" on a meaningful level. For this to occur we are requesting an amount of \$50 000 per annum each year for the next three years.

We see the commitment of \$4 million to the redevelopment at Arena Joondalup as separate to the annual sponsorship. The sponsorship directly enables us to continue to deliver quality programs in the community. The allocation of the previous sponsorship was not linked to a redevelopment and neither should it this time. The money we are seeking will be utilized specifically in the delivery of our many and varied community projects, as outlined in the attached documentation.

In addition to the statistical information found in the attached sponsorship proposal, please also find a range of collated media articles that convey the strength of our community brand and the exposure we are currently achieving for the northern corridor. Included with these clippings are some photos of our recent grand final win.

I thank you for your consideration of this proposal and look forward to discussing the matter with you in greater length at your convenience.

Yours sincerely,

David Crute
Chief Executive Officer

18 October 2013

Premier's Australia
 Day Active Citizenship
 Award Winner 2013

City of
 Joondalup



THE FALCONS IN THE JOONDALUP COMMUNITY

SPONSORSHIP EXECUTIVE SUMMARY



In 2010, the Board of the WPFC presented a sponsorship proposal to the City of Joondalup that included a copy of a 5 year vision document created by the club.

This document outlined the long term strategic objectives for the Falcons that would allow the club to not only increase its success in the WAFL competition, but also increase its prominence and importance as a vehicle for community growth and integration in and around the Joondalup district.

In presenting this sponsorship review and re-application to the Council, we will not only endeavour to highlight the achievements to this plan as of the conclusion of 2013, but also highlight the areas of focus for the club in the coming three years that will allow us to have achieved all of our long term sporting and community objectives by or around the 2015 period.

The major achievements of our club, (in terms of growing and supporting our community) in the past 3 years have been as follows:

- Increase in junior football participation to around 5400 annually, an increase of 9% p.a.
- Increase in senior football participation from 900 – 1055 annually, an increase of 17% p.a.
- Increase in servicing of non-football schools – 5 targeted annually for extended programs
- Introduction of our MIGRANT WEEK home game annually and all associated events
- Increase number of school based visits to reach 65 000 students annually
- Securing funding from State / local government that will allow the Arena to become the premier WAFL facility and the only WAFL venue to achieve AFL facility standards
- Creation of an Indigenous welfare and player development program
- Retention of a senior squad with 72% of players from our local district

As per the objectives set out in our Vision Document, the period from 2014 – 2016 sees the Falcons remain on target to achieve the following community objectives:

- Creation of the new club facilities at the Arena that will not only become the most advanced WAFL / community facilities, but will also entrench the future of the club in Joondalup
- 90% of children in our district will receive annual exposure to Falcons football programs
- 80% of our league squad will be made up of local district players
- The Falcons Developing Leaders program will be created to encourage strong community mindedness from our emerging players
- A full time Cultural Development Officer will be employed by the club to support and nurture the development of the largest community servicing program for Indigenous and first generation populations in WA
- The opportunity for every person naturalised in our area to access a free 1 year Falcons membership that will include access to functions, development clinics and home game entry.

THE FALCONS IN THE COMMUNITY: SPONSORSHIP REVIEW & SUBMISSION TO THE CITY OF JOONDALUP



BACKGROUND



Currently competing in our 129th season in the WAFL, the Falcons have now been located at Arena Joondalup, (in the heart of the City of Joondalup) for the past 19 seasons.

In this time, the Falcons have evolved to become more than just a football club – we are the premier provider of community based programs in the entire City of Joondalup. With five full time club staff and five full time development staff employed to undertake and manage these community programs and events, **the Falcons now spend in excess of \$200,000 per annum** on providing a wide range of community projects and programs to service our local community.

This community spend will literally double in the next 18 months, with the emergence of a unique and expansive community servicing project to be launched by the club in 2014.

There is no doubt that the City of Joondalup has had a significant history of supporting the Falcons, particularly since the Club has raised its profile as a community service provider in recent years. That support is not forgotten and, (we hope) is reflected in the various joint promotions and branding that the Club provides to acknowledge both the City and the Council publicly.

In our 2010 sponsorship application, we presented the City of Joondalup with a copy of our 5 year vision document. This document outlined to the Council our long term plans to not only entrench ourselves in 'state of the art' facilities at the Joondalup Arena, but to also take our standards of community servicing to levels unprecedented by a WAFL club.

In re-applying for sponsorship from the City of Joondalup for the 2014 – 2016 period, we wish to use this document to not only highlight the objectives already achieved in relation to the 5 year vision document, but to also convey our continued commitment to achieving the final objectives laid out in this document.

Namely:

- 1) The plans we have for the forthcoming club facility development that will see the Arena Joondalup / Falcons facilities become the premier multi – purpose AFL standard facility in the WAFL;**
- 2) The focus we have on expanding our community presence to create the most comprehensive and unique community servicing project undertaken by a sporting organisation anywhere in Western Australia.**



ACHIEVEMENTS: 2010 – 2013

In our 2010 submission, the Club gave an extensive overview of our personnel, structure, constitution and financial position. These operational parameters continue to form the foundation of our club. Our Board, executive and coaching staff are all selected based not only on their professional ability to meet our operational objectives, but also for the personal qualities they bring that enrich our culture. Specific to our vision, our recent achievements are as follows:

Finance

The Falcons financial turnover has increased in the past 3 years from \$1.3 million to \$1.7 million dollars. This turnover has allowed us to increase our expenditure in the following areas:

	2010	2013
Senior Football Operations:	\$530,000	\$600,000
Community Projects & Junior Development:	\$160,000	\$200,000
Promotions & Events, (including match days):	\$320,000	\$400,000
General Ops, Personnel and Administration:	\$315,000	\$500,000

The Board of the Falcons work diligently each year to ensure that not only does the club trade viably, but that every dollar earned by the club is re-invested into our football and community programs at all levels.

The Falcons Talent Development Programs

In line with the objectives laid out in our vision document, the club is proud to report the following outcomes in relation to our talent development programs from 2010 – 2013:

- 240 junior players attending Falcons Development programs in 2013, (2015 goal is 250);
- 95% of players currently in our colts system have been through our development structure, (2015 goal is 100%);
- 72% of our senior squad comes from within our zoned regions, (2015 target is 80%);
- The following players have been drafted onto AFL senior lists:

2010 – Jay Van Berlo, (Fremantle) Jack Darling & Andrew Strijk, (WCE)

2011 – Bradley Hill, (Hawthorn) Jordan Lockyer, (Sydney)

2012 – Mark Hutchings, (WCE).

2015 objective is for two players drafted into the AFL annually.



The Falcons Junior & Schools Programs

The Falcons have continued to significantly grow their servicing of schools and junior clubs in line with our vision document objectives. To date, the following has been achieved:

- Increase in junior club participation to 5400 children annually, representing 20% of the male population 6-17 years old, (2015 target is 25%);
- An increase in senior football participation from 900 – 1055 players annually;
- Increase in number of students reached through annual school based visits from 60,000 – 65,000 annually. This equates to around 80% of children in our region, (2015 target is 90%);
- The creation of the Joondalup Falcons Female Youth Team for 13 – 18 years, who now compete in a WAFL female youth competition
- The creation of the Falcons Footy Fundamentals program. A fundamental motor skills development program run in 3 age groups for children between 1.5 and 5 years and uses football as a means of developing basic motor skills in toddlers. The program now runs on a school term basis and is attracting 110 children per term. We are in the process of employing a pre-primary trained teacher on a part-time basis plan to roll this program out in 20 schools in term four.

Falcons Membership, Sponsorship and Home Game Attendances

The work of the club in the local community is starting to pay dividends and we are proud to report the following achievements as a result of our community engagement:

- The Falcons now have 2,800 members, with 60% of those living north of Warwick Road (2015 target is 3000);
- Sponsorship and corporate support achieved from within our northern zone is now at \$400 000 per annum, representing 25% of our corporate income, (2015 target is 60%);
- Home game attendances now average 2,400 per game, the highest in the WAFL for 2012 and 2013.
- More children (0-16 years of age) attend our home games at Arena Joondalup than other WAFL ground



Embracing our New Communities

A key facet of our vision document was the recognition of the vital role “New Australians” would play in the long term future and sustainability of our club. Given our club has a rich history of welcoming and accepting people from diverse cultures and backgrounds, the engagement of the growing indigenous and migrant population’s in our northern corridor is not so much a new challenge, but more an extension of the clubs purpose and success over the past 129 years.

In 2010, the club started on a unique path to engage our multi - cultural population and to date, the achievements have been ground-breaking:

- Creation of the Falcons Indigenous Football Academy, servicing the sporting and welfare needs of a growing Indigenous population in our region;
- Creation of the Butler Falcons – a CALD, (Cultural & Linguistic Diversity) program to support young migrant females in our northern suburbs by using football as a vehicle for social and cultural interaction;
- Creation of introductory rules / skills clinics for new Australians. This seasonal program has become so popular that 100 new Australians enrolled for this program in August 2013;
- Introduction of the annual Falcons Migrant Round Match. Commencing in 2012, this match has now attracted an average crowd of 6,100 people per annum, with more than 20,000 free entry vouchers given out within our zone in the lead up to the game each year. The day includes a unique cultural round jumper, specialist clinics for new Australians by Falcons players and a UK – styled bar and cultural food stalls for patrons. This is a Falcons initiative and now a feature of our annual calendar;
- Five ‘non-football’ schools are now targeted annually for specific extended football development programs. These programs introduce teachers and students to our game and provide a link to local community clubs where children can further pursue an interest in the game and meet other children.



THE CHALLENGES: 2014 – 2016

Whilst a clear focus remains on continuing to advance the achievements of the past three years, to achieve our 2015 targets the Falcons will further extend their wings in the next three years to take on three bold and unique initiatives. Two of these initiatives will further enhance the reputation and importance of the club to the Joondalup and surrounding communities.

Falcons Club Facilities

By 2016, it is envisaged that the Falcons will (finally) have their own facilities at the Arena Joondalup that will provide the club with the cultural home it has been longing for since arriving at Joondalup in 1994.

Thanks to the generosity of the State Government and the City of Joondalup, the Falcons will extend their facilities at the Arena Joondalup in a transformation of the venue that will see the following outcomes:

- Creation of multi-purpose community facilities / function rooms that will add to the social fabric of our community;
- Creation of commercial facilities within the new buildings that will provide additional business opportunities for people in Joondalup;
- Inclusion of training, testing and educational facilities that will meet with AFL operational standards. This will make the venue an enticing option for regionally – appointed AFL games annually;
- Our AFL standard training facilities will also provide the club with an opportunity to extend its relationship with ECU Joondalup and provide them with additional options for Sports Science training and educational facilities. In addition, we will welcome interest from other sports wanting to utilise our facilities to further enhance athlete development in all sports across our region;
- The inclusion of a museum / memorabilia area that will allow the club to preserve its rich history and to use this area as an educational awareness tool for all those who come into our organisation;
- The ability to finally unite our club with our Falcons Junior District by providing a home for both entities where our mutual achievements and joint history can be shared and celebrated;

The Falcons have a long term vision of a third AFL team eventually being located in WA. It is the club's desire to create facilities and a community culture that would make our club, the Joondalup Arena and the City of Joondalup and attractive location and partnership for this team should the opportunity arise.



Falcons ONE Project

The Falcons ONE project is a joint initiative between the West Coast Eagles and the Falcons (see attached MOU) that will use football as a means of cultural and social unification in the northern metropolitan corridor. It is a unique project that is designed to encourage our Indigenous and first generation Australians to use both football and our football club as a means of both integrating with our community and developing a physical or social interest in sport.

The staff on the Falcons ONE team have been working closely with both the executive staff at the City of Joondalup and our local member Jan Norberger in the formulation of this project. It is envisaged now that the project will launch in 2014 and will provide the following:

- A full time Cultural Development Officer based at the Falcons to service the project in the northern corridor;
- An opportunity to extend our reach with non – football participating schools and run specialist programs in these schools for diverse cultural groups;
- Additional mentoring and support programs for Indigenous youth;
- The opportunity to provide every naturalised “New Australian” within our region with the opportunity at a one – off joint Falcons / Eagles honorary membership pack that will provide the person with free game entry to Falcons home games, footy merchandise, as well as invitations to free skills clinics and social functions;
- Talent identification programs for first generation Australians that will provide them with an opportunity to direct their athletic talents into Australian Football either with a Falcons junior club or via Falcons Development Squads;
- West Coast Eagles players to be the “Brand Ambassadors” for the project and will be hands on with the execution of these programs;
- Combination of our project with existing City of Joondalup projects to enhance the profile of valuable community projects.

It is hoped that this project will allow our club to achieve our long term objectives of having 80% of our membership derived from our local region, home game attendances of 3,000 people or more and 60% of our corporate income via the local business community by 2015. It will also allow us to achieve our target of reaching 90% of regional school children and provide a means of uniting our community through football.



SUMMARY

It has been the intent of this document to not only display the vision and commitment of the Falcons to a long history at Joondalup, but to also display the innovative manner with which we are seeking opportunities to become completely engaged with, and intrinsic to the fibre of the Joondalup community.

We acknowledge that the success of our club into the future lies solely on our ability to engage the culturally diverse people of our region and unify them socially and / or professionally through a common interest in our club and in our game.

Through our new facility, we have the vehicle from which we can operate our diverse range of community and club related programs.

Through our Falcons ONE project, we have a means of engaging and unifying our community in a manner that has never before been achieved.

The outcomes we will achieve through our community servicing in the coming years will have an impact on our community far beyond the on-field accomplishments of our club. They will serve to assist in the creation of ONE culture and ONE community, with people unified by their common interest in our national game.

We hope that the City sees fit to support our Club in the pursuit of these goals. We would welcome any opportunity to further present our case to the Council should the opportunity arise.

For more information, please contact:

Brett Raponi: President
brett.raponi@apextoolgroup.com
0419 293 909

David Crute: Chief Executive Officer
ceo@falconsfc.com.au
0438 811 121

Partnership Benefits

GAME DAY

- City of Joondalup branding on a Corporate Box and exclusive use during all home games. City to review existing branding and update if required.
- Signage situated in key positions on the ground in full broadcast view to maximise the City's exposure at all home games. Includes but not limited to two full panel fence banners and one freestanding sign on the northern hill of the grounds.
- 10 Complimentary tickets to each home game to be used by the City for community prizes and give aways.
- Public Address announcements at all the games to state that the club is sponsored by the City of Joondalup. City to provide announcement message.
- City of Joondalup Leisure Centre Activities to be held at half time at home games i.e Body Jam sessions.
- The opportunity for the City to provide direct promotion at games on programs, projects and events run by the City of Joondalup to players, members and supporters.
- The opportunity for the City to set up promotional stalls at all WAFL and AFL games played at Arena Joondalup.
- Players to wear City of Joondalup caps for post grand final matches.
- City of Joondalup to be acknowledged as a major partner for any post games announcements.
- City of Joondalup portable vinyl banner (huddle banner) to be displayed during quarter time and three quarter time at all senior WAFL games – home and away.



▲ League team wearing City of Joondalup caps post-match at the 2013 WAFL Grand Final



Huddle banner used at the 2013 WAFL Grand Final ►

LOGO RECOGNITION AND EVENTS

- All club apparel to include the City of Joondalup logo (Officials & Players).
- The City of Joondalup is acknowledged in all promotional and advertising material (in all Media Coverage stated in the Partnership Proposal) including programs, website, flyers, posters, mail-outs, radio, press, TV and video.
- Acknowledgement of the City of Joondalup's support as a sponsor in West Perth Football Club newsletters and other methods used to keep in contact with the Club's members, sponsors and supporters as listed in the proposal.
- Acknowledgement of the City of Joondalup's support in all media releases and at major media events associated with the West Perth Football Club.
- All press conference signage to incorporate the "City of Joondalup" logo.
- The City of Joondalup logo is acknowledged on the West Perth Football Club Internet site with hyperlink to joondalup.wa.gov.au, relating to all games home and away.
- Acknowledgement of the City of Joondalup's support at all public events associated with West Perth Football Club.
- Recognition / Signage option to be involved / invited at club events / programs / awards nights including Breckler Medal and Banquet Auction.
- Corporate Hospitality - four free invitations for City of Joondalup representatives to all sponsor recognition events and West Perth Football Club corporate functions.
- Sponsorship benefits for West Perth Golf Days eg. naming rights to a hole and opportunity for nominated personnel to play in the competition.
- City of Joondalup to receive a full page advert in all West Perth Football Club publications and program booklets including the Year Book.



▲ City of Joondalup banner at an exclusive function at the 2013 WAFL Grand Final



▲ Extensive local paper coverage supporting the City of Joondalup and community groups

COMMUNITY PROGRAMS

- Exposure and acknowledgement of the City of Joondalup with all programs run through the West Perth Football Club at schools, Carnivals, Holiday Clinics and Talent Programs.
- City of Joondalup banners to be displayed during all West Perth Programs / Club Events.
- West Perth Football Club to provide interactive activities (where possible) at the Joondalup Festival (29-30 March 2013) and Little Feet Festival (November 2013). Activity to be discussed and agreed with the City.
- Opportunity for the City and West Perth Football Club to review calendar of events and create joint partnerships where applicable. This discussion to occur following the release of the WAFL fixtures in December each year.

OTHER

- City of Joondalup logo to be displayed in the new club rooms specifically the entry doors to the new club rooms.
- City of Joondalup logo to be incorporated into the new facilities once complete.
- Naming rights to a club award – City of Joondalup Clubman Award.
- Naming rights to a major match held at Joondalup Arena.
- An autographed West Perth football, football jumper and team photo to be presented to the City of Joondalup each season.
- Players to attend two (2) identified City functions throughout the year
- The benefits of the sponsorship are returned to the City for all pre-season, home and away and finals matches (WAFL and AFL), which the West Perth Football Club is associated with.
- City of Joondalup acknowledgement on Message on Hold (if applicable). City to provide message.
- Cross promotion of City of Joondalup and West Perth Football Club events through active social media forums.
- West Perth Football Club to provide free one platinum membership for the City of Joondalup Rates Prize Draw each year.



▲ City of Joondalup banners displayed at the 2013 Dominsh Medal

◀ Mayor Pickard presenting Kody Manning with an award at the 2013 Breckler Medal, Joondalup Resort

MEMORANDUM OF UNDERSTANDING (MOU)

for

WEST COAST EAGLES AND WEST PERTH FALCONS NORTHERN CORRIDOR MULTI-CULTURAL COMMUNITY PROGRAM

BETWEEN West Perth Football Club (Falcons)
Arena Joondalup, Kennedy Drive, Joondalup WA 6027

AND Indian Pacific Limited trading as the West Coast Eagles Football Club
(WCE) ABN 31 009 178 894
Patersons Stadium, Gate 12, 250 Roberts Road, SUBIACO

Hereinafter referred to as “the parties”

The parties agree to jointly conduct and collaborate on developing a business plan to deliver a multi-cultural community program in WA's northern corridor (hereinafter referred to as “the program”) based upon the terms and conditions herein:

1. The program aims to deliver significant community support to the Cities of Joondalup and Wanneroo (the Falcons district) through a range of educational, promotional, developmental and multi-cultural initiatives, offering long term sustainable outcomes for the community and both clubs.
2. A formal partnering agreement will be drawn up (hereinafter referred to as “the final agreement”), subject to developing a collaborative and detailed business plan which must:
 - a. Complement the WCE's emerging markets and community engagement strategies to deliver the AFL's Multicultural Schools Football Program, indigenous program and raise awareness of participation opportunities for young women.
 - b. Demonstrate that the program will be self-funding, self-resourced and sustainable moving forward (i.e. any WCE staff requirements must be built into the budget and financed);
 - c. Incorporate financial justification and risk analysis in collaboration with both parties. This will include investigating possible funding opportunities including but not limited to:
 - i. Seeking co-project funding by engaging the business community in both the Joondalup and Wanneroo areas;
 - ii. Exploring corporate partnerships in return for raising awareness of their northern community developments and brand presence;
 - iii. Investigating existing community programs run by the Cities of Joondalup and Wanneroo and other local community providers (i.e. Police, ECU, YMCA, Edmund Rice etc.); and
 - iv. Consideration to government funding avenues e.g. The Multicultural Youth Sports Partnership (MYSP) program; Kidsport program etc.
 - d. Address the objectives of increasing the WCE supporter base in preparation for the transition to a new Perth Stadium and help shore up the next generation of young supporters;
 - e. Develop and support a new pathway to increase grass roots participation of our sport;

3. The business plan will investigate the feasibility and sustainability of the following proposed program objectives to be outlined in the final agreement:
 - a. *Educate young Australians with a particular focus on new Australian migrants via school programs:* Target high-migrant schools in the northern corridor via schools programs, competitions and clinics as a means of educating primary and high school children about our game as well as promoting participation.
 - b. *Connect the clubs with some of the most hard to reach young people in the community via outreach youth programs:* Delivering football coaching and a range of alternative activity sessions to encourage youth participation at times when they could otherwise be engaged in anti-social behaviour. In particular, use Australian Rules Football to provide career pathways for the young indigenous community, as both a positive social mechanism and as an educational tool.
 - c. *Integrate first generation Australian 18+ adults into the community, in particular women:* Deliver adult-orientated projects that aim to introduce new Australians to Australian Football as a means of better understanding our social culture; as parents fundamentally influence which sport their children participate in. This program aims to promote awareness and understanding of diversity.
4. WCE has the exclusive right to control and use the program concept and program intellectual property in collaboration with other WAFL clubs or organisations as it sees fit in its absolute discretion EXCEPT in the northern corridor (i.e. Falcons district) during the term of the final agreement.
5. The name of the program is yet to be decided but the final name chosen must be generic, enabling the WCE to transfer the program to other regions in collaboration with other WAFL clubs, councils and sponsors. A strong brand name will be agreed upon by both parties to give the project the identity that the community can truly connect with.
6. The program structure will be as set out in the business plan and final agreement as mutually agreed by the parties.
7. Subject to the terms of this agreement and the final agreement, the Falcons intend to:
 - a. Assign the following personnel to assist with the business planning and program development phase, subject to that involvement not impacting on current roles and responsibilities:
 - i. Scott Ballem (Vice President)
 - ii. David Crute (Chief Executive Officer)
 - iii. Andrew Ridley (District Manager)
 - b. Acknowledge that the proposed program would be positioned, profiled and prioritised over and above opposition AFL club programs that currently exist or are considered for the future (e.g. Freo Fundamentals).
 - c. Be fully responsible for the delivery of the program in the northern corridor, including but not limited to:
 - i. Assigning personnel responsible for the program delivery, to be outlined in the final agreement (including players);
 - ii. Coordinating school-based football competitions and clinics, junior club visits and community events in the Cities of Joondalup and Wanneroo;
 - iii. Providing subsequent visits to schools visited by the WCE in order to support the educational and training programs implemented by the WCE;

- iv. Maximising the impact of player engagement by coordinating WPFC talent development pathway camps and training events to coincide with visits by WCE players;
 - v. Providing a range of promotional give-aways subject to the terms of the eventual partnership;
 - vi. Using best endeavours to promote the program; and
 - vii. Liaising with the WCE, WCE Communications Department and media outlets in the preparation and delivery of all event promotion and media exposure.
8. Subject to the terms of this agreement and the final agreement, the WCE intends to:
- a. Make available the following personnel in the business planning phase, subject to that involvement not impacting on current roles and responsibilities:
 - i. Rachel Parnaby (Business Strategy & Growth): assigned for business plan development - overseen by Deane Pieters, GM Business Strategy & Growth);
 - ii. Michelle Phillips (Manager Eagles in the Community)
 - iii. Kim Hannah (Schools & Community Program Co-ordinator, Eagles Rock My School)
 - iv. Sam Alexeeff (Community Engagement Coordinator, Eagles Rock My School)
 - b. Provide where possible multi-cultural staff/player ambassador role models to add profile and support to the program (predominantly using CBA appearances to service the program through effective time management of player resources negotiated with WAFC game development) and as is reasonable within the context of the WCE management, playing and training commitments.
 - c. Operate the program from the offices of WCE, subject to achieving a self-funding model and to having the space available.
 - d. Ensure the co-operation of key staff to provide ancillary support for the program delivery, subject to building WCE staff requirements into the budget.
 - e. Promote awareness of the program to its supporters and through its media contacts including planning and executing a suitable launch.
9. Based on the eventual percentage of funding allocations, The parties will share any costs associated with developing the business plan and associated with seeking funding from partners/government including but not limited to:
- a. any travel costs
 - b. costs associated with client entertainment and hospitality
 - c. venue hire if direct cost incurred (not including Falcons and WCE venues)
 - d. non-match catering and hospitality
 - e. any "out-of-house" printing, publicity and marketing where a direct cost is incurred
10. The parties will bear their own legal costs and expenses in connection with the preparation, negotiation, execution and completion of the MOU and subsequent final agreement should that be executed.
11. The parties shall operate within the parameters of the final agreement and budget as contained in the business plan once finalised. All costs must be mutually agreed and approved before they are incurred otherwise the party that incurs the cost will be solely responsible.

12. In the event that the program is able to attract any government funding, this will be fully accounted for to cover operational costs of the program born by both parties and will need to be fully transparent and auditable.
13. The expectation is that any commercial sponsorship and government funding opportunities sourced for the program would be apportioned according to the final agreement. Both parties would work together in securing commercial partnerships for the program, with financial outcomes negotiated separately and independently with the third parties involved, as per the Kicking Goals program.
14. Each party, at its own cost, will use its best endeavours to promote the program through their own databases and networks generally.
15. Each party will consult with the other at all times on all materials that are for public display and will obtain the other party's consent before issuing any material for public display.
16. Each party will use the trade marks(s) of the party only with the consent of the other party.
17. The parties acknowledge that the WCE will own any intellectual property associated with the program unless otherwise agreed. The Falcons 1 concept has been conceived by the WPFC and the club would always wish to retain to own the rights to this property. The WPFC is happy for the WCE to utilise the concept in other areas, but we would wish to retain ownership of the concept in our own area.
18. Any lists or personal details of program participants or supporters collected as a result of the program (that are not already on the database of either party) will be owned by both parties in accordance with the Privacy Act 1988, including the National Privacy Principles.
19. Both during the term of this agreement, the final agreement or thereafter, representatives of both parties must not, without appropriate authority, divulge to any business, club, media representative or other person whatsoever, information relating to either party, or make any public statement in relation to the either party, or its affairs.
20. The representatives of each of the parties shall keep confidential information concerning business of each of the parties.
21. Any representative of either party who discloses any such confidential information in any circumstances which might cause damage to either party, and whether the disclosure takes place during or after that person's period of time spent at either party shall be regarded as having committed a breach of confidence which may result in the termination of their association with the relevant party, or other action as deemed necessary.
22. Each party will maintain adequate insurances for the development of the program and hereby indemnifies the other from all claims.
23. The term of this agreement is for one year until **31 October 2014**, unless terminated earlier in accordance with this Agreement. The parties agree to undertake a review of the business plan for the program and general arrangement after the end of the one year agreement.
24. If a final agreement pertaining to the program delivery should be drawn up within the term of this agreement, the final agreement will supersede this agreement.

25. This Agreement is governed by the law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.
26. In the event of a dispute the parties will refer the matter to an arbitrator appointed by the WA Law Society and will accept that arbitrator's decision as final and binding.
27. This is a not a joint venture, partnership or agency relationship and the parties are independent contractors.
28. The parties must at all times during the currency of this MOU act towards each other with good faith.
29. Each party agrees to appoint a representative to liaise with the other party on all matters in relation to the Agreement; and ensure that the representatives meet regularly to discuss matters relevant to the Agreement, and to promote and enhance the relationship between the parties.
30. The other party may terminate this agreement immediately by notice in writing to the defaulting or affected party, if:
- a. Any amount due and payable by one party to the other remains unpaid for five business days after written request by the other party for payment;
 - b. Either party fails to perform or observe any of its material obligations under this agreement and fails to remedy that failure within two business days or such reasonable period in the circumstances of receiving a notice from the other party specifying the nature of the failure;
31. A party must notify the other party immediately if:
- a. It disposes of the whole or any substantial parts of its assets, operations or business other than in the ordinary course of business;
 - b. It ceases or threatens to cease to carry on business;
 - c. It ceases to be able to pay its debts as they become due;
 - d. It is or is taken to be insolvent for the purposes of the Corporations Law;
 - e. Any step is taken by a mortgagee to take possession or dispose of the whole or any part of its assets, operations or business;
 - f. Any step is taken to enter into an arrangement between it and its creditors or any class of them; or
 - g. Any step is taken to appoint a receiver, a receiver and manager, a trustee on bankruptcy, a provisional liquidator, a liquidator, an administrator or other person over the whole or any part of its assets, operations or business.
32. Each party agrees hold the other party harmless from any liability, damage, cost and expense for or in connection with any claim, action or proceeding inconsistent with or in breach of any provision of this MOU.

Agreed upon by both parties

On Behalf of West Coast Eagles F.C.

On Behalf of West Perth F.C.

Date

Date