

AGREEMENT

**ISRAEL 75 PEACE GARDEN
DONATION**

ZIONISM VICTORIA

AND

GLEN EIRA CITY COUNCIL

THIS AGREEMENT is made on 01 August 2023.

PARTIES

Zionism Victoria ("ZV")

ABN: 93 880 343 953

306 Hawthorn Road

Caulfield South VIC, 3162

Glen Eira City Council ("GECC")

ABN: 65 952 882 314

PO Box 42 Caulfield South 3162

THE PARTIES AGREE THAT:

1 DEFINITIONS

- **" LG Act"** means the *Local Government Act 2020 (Vic)*.
- **"Commencement Date"** means the date specified in clause 2.
- **"Personal Information"** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- **"Principles"** means the principles set out in clause 3 of this agreement.
- **"Schedule"** means a schedule to this agreement.

2 PRINCIPLES OF THIS AGREEMENT

2.1 The parties enter into this agreement on the basis that:

- (a) the parties will act in good faith;
- (b) there are common interests which can be advanced through co-operative discussions and effort;
- (c) service improvements, offering or efficiencies can be gained through collaboration;
- (d) there are no political or legal impediments to collaborating.

3 ACTIVITIES BY THE PARTIES

3.1 Zionism will make a donation offer of up to \$6,000 inclusive GST, towards the to establish of an Israel 75 Peace Garden, on the corner of Glen Eira Road and Hartley Avenue, Caulfield.

3.2 Council will undertake all necessary work required to establish the Peace Garden, as per the agreed design.

- 3.3 It is agreed that suitable signage of approximately A4 size will be installed, with the wording to be determined by both parties.
- 3.4 It is agreed that the plaque will remain in perpetuity, for the life of Peace Garden.
- 3.5 It is agreed that all maintenance and refurbishment will be the responsibility of the Council.
- 3.6 It is agreed that following the agreement of the partnership terms Council will invoice the Zionism Victoria once the project has reached practice completion.
- 3.7 Payment will be paid by **ZV** within 30 days of receiving the invoice from Council.
- 3.8 It is agreed that the Peace Garden will be officially opened by the Mayor and the Zionism Victoria President (or suitable representative), which would occur via a formal opening ceremony that would incorporate speeches, photographs and subsequent media promotion.

4 PRIVACY AND CONFIDENTIALITY

- 4.1 Each party will protect the confidentiality of information provided and passed to each other under this agreement.
- 4.2 Unless otherwise agreed in writing, neither party will disclose any information provided to it by the other party unless the information is in the public domain or required to be provided by law.
- 4.3 The party proposing to disclose personal information will notify the other party to obtain their consent in writing before any such disclosure, pursuant to any relevant privacy laws in place at the time.

5. LIABILITY AND INDEMNITY

GECC is liable for and agrees to indemnify and keep indemnified ZV and its directors, employees and agents against all claims, demands, actions, liabilities, losses, costs, charges and expenses sustained or incurred by, or made against, ZV in connection with or arising directly or indirectly from the Peace Garden by the community, however so arising.

6 NOTICES

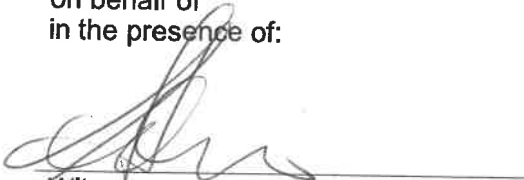
In accordance with Council's Philanthropic Partnership Policy this agreement will be made public on Council website.

7 APPLICABLE LAW

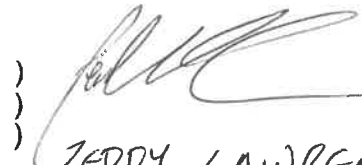
This agreement is governed by and construed in accordance with the laws of the State of Victoria.

EXECUTED as an agreement.

SIGNED by
on behalf of
in the presence of:

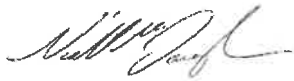


Witness



ZEDDY LAWRENCE
EXECUTIVE DIRECTOR
ZIONISM VICTORIA

SIGNED by **GLEN EIRA CITY**)
COUNCIL in the presence of:)



Witness

Niall McDonagh
Director Sustainability, Assets and Leisure