

Movember Youth Action Council, Australia - Pilot

Request for Proposal

ISSUE DATE: 14 February 2025

CLOSING TIME: 7 March 2025

DOCUMENT STRUCTURE:

Section	Description
Part A	General information and instructions to Respondents
Part B	Specific RFP requirements - overview of the services requested, key dates and any other requirements
Part C	Movember Standard Service Agreement (excluding any schedules and annexures)
Part D	Movember's Young Men's health Portfolio - Theory of Change
Part E	Example budget breakdown

PART A – GENERAL INFORMATION AND INSTRUCTIONS

1. INTRODUCTION

1.1. The Opportunity

Movember is seeking Respondents to submit a Proposal for services that include the facilitation of its pilot Australian Youth Action Council (as set out further in Part B).

1.2. About Movember

Movember is the leading charity changing the face of men's health on a global scale. Since 2003, the charity has created a men's health movement, funding men's health projects around the world, challenging the status quo, shaking up men's health research and transforming the way health services reach and support men. They have taken on mental health and suicide prevention, prostate cancer, and testicular cancer and as a result, men are living healthier, longer lives.

Movember are working with their community and expert partners all year round to improve the health of men and boys, their families, mates, and communities. Raising awareness and critical funds to tackle some of the most complex problems affecting men's health today. The charity's vision is to have an everlasting impact on the face of men's health. Leading the charge in encouraging men to adopt healthy behaviours, challenging health systems and confronting gender norms to reduce health inequalities and save more lives.

1.3. Purpose of this RFP

The purpose of this RFP is to:

- a) invite each Respondent to submit a fully costed and binding Proposal;
- b) provide each Respondent with general information to assist in the preparation and lodgement of Proposals; and
- c) set out information about the evaluation and assessment process, and other requirements of Movember.

2. THE RFP PROCESS

2.1. Proposed RFP timetable

- (a) The RFP process timetable and requirements for lodgement is set out in Part B.
- (b) Movember will acknowledge receipt of Proposals by email and Respondents must retain email confirmation as verification that the application has been received.

2.2. Communications

Unless directed otherwise, Respondents must direct their communications with Movember, including any questions arising during the preparation of a Proposal or requests for clarification, via email to youthactionaus@movember.com.

2.3. Questions

Prior to the Closing Time, all questions and enquiries received from a Respondent, and the subsequent answers to such questions, may be shared with all Respondents. Movember may refuse to answer any question at any time.

3. SUBMISSION OF PROPOSALS

3.1. Proposal documents

In lodging a Proposal, each Respondent understands and agrees that:

- (a) its Proposal must conform with the requirements of this RFP (including the requirements set out in Part B);
- (b) its Proposal will become the property of Movember at the time of lodgement and will be treated as confidential; and
- (c) Movember may use and copy the Proposal as required for the purpose of this RFP process, evaluating the Proposals, negotiating a contract and external audit requirements.

3.2. Non-conforming Proposals

A Proposal may be regarded as non-conforming if it is not lodged in accordance with the terms and conditions or the requirements of this RFP. Movember may, in its absolute discretion, accept or reject a Proposal that is non-conforming.

3.3. Validity Period

Proposals are to remain valid and open for acceptance by Movember for a period of 120 days from the Closing Time.

3.4. Costs and expenses

Participation in any stage of this RFP is at the Respondent's sole risk, cost and expense. In particular, all costs incurred by or on behalf of a Respondent in relation to this RFP, including:

- (a) in relation to preparing and lodging a Proposal;
- (b) providing Movember with any further information; or
- (c) attending briefings, meetings, interviews and participating in subsequent negotiations with Movember,

are wholly the responsibility of the Respondent (regardless of whether the Respondent is successful in the RFP process).

3.5. General Proposal Requirements

Proposals submitted under this RFP must include the following:

- (a) information about the corporate profile of the Respondent including, but not limited to:
 - (i) information on corporate and ownership structure, including information on related bodies corporate;
 - (ii) information about how long it has been in business;
 - (iii) details about the Respondent's management team and key personnel who will be involved in implementing the Services;

- (iv) confirmation that there is no past, current, pending or finalised litigation that would impact upon the Respondent's ability to perform the Services, or an explanation of such litigation;
- (v) particulars of any petition, claim, action, judgment or decision which is likely to impact or affect the Respondent's performance of the Services;
- (b) information about how the Respondent will meet each of the requirements set out in this RFP;
- (c) details about the delivery of similar services which the Respondent has been involved in (which are relevant to the Services), including the contact details of applicable referees for whom the Respondent has provided similar services;
- (d) any other matters that are relevant to the Respondent's ability to perform the Services, including any 'value add' services; and
- (e) details about the Respondent's payment terms for the payment of all fees and costs in relation to the provision of the Services.

4. PROPOSAL EVALUATION AND ASSESSMENT

4.1. Overview

The evaluation of Proposals by Movember will be based on the information provided by Respondents as set out in their Proposals. The evaluation of Proposals will be completed in accordance with:

- (a) any assessment criteria set out in Part B;
- (b) the best 'value for money' Proposal as a whole (assessed at Movember's complete discretion) – this involves consideration of both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each Proposal; and
- (c) the Respondent's ability to satisfy Movember that it is able to comply with any service, reporting or insurance requirements as set out in this RFP in its performance of the Services.

4.2. Independent enquiries

Movember may make independent enquiries about any of the matters that may be relevant to the evaluation of the Proposal. Movember reserves the right to contact Respondents' referees, or any other person, directly and without notifying the Respondent.

5. ENGAGEMENT OF RESPONDENT

5.1. Notification

If Movember decides to proceed with a Respondent, Movember will notify the preferred Respondent in writing. Unsuccessful Respondents will not be contacted unless otherwise stated in this RFP. Prior to formally engaging the preferred Respondent, execution of a formal agreement as set out in section 5.2, will be required.

5.2. Execution of Agreement

- (a) By submitting a Proposal, and if Movember decides to proceed with a Respondent, the Respondent agrees that any agreement set out in Part C (or a similar version of it) will apply to the Services to be provided pursuant to this RFP (**Agreement**).
- d) When submitting its Proposal, the Respondent must identify, in an appendix to their proposal, any terms of the Agreement which it considers it is unable to comply with (if any) and provide justification for its reasoning. Such submission in no way confirms Movember will accept the Respondent's position or agree to amend the Agreement if the Respondent's Proposal is successful.
- (b) Notwithstanding the binding nature of a Proposal, the Respondent acknowledges that there is no binding agreement with Movember until the Agreement is executed by the Respondent and Movember.

6. GENERAL

6.1. Insurance

The Respondent must take out and maintain with reputable insurance companies such insurance policies as set out in Part B and/or as reasonable for the purpose of the requirements of this RFP, including the Services (at Movember's request). The Respondent must also provide certificates of currency or other appropriate evidence of such insurance on the reasonable written request of Movember.

6.2. Conflict of interest

Where a Respondent identifies that circumstances or relationships exist (or may arise in the performance of the Services) which constitute or may constitute a conflict or potential conflict of interest, the Respondent must detail that conflict of interest in their Proposal.

Where any actual or potential conflict of interest is notified, Movember may, in its absolute discretion, take any action it considers appropriate.

If any actual or potential conflict of interest arises after the Closing Time and prior to submitting a Proposal, the Respondent must immediately notify Movember in writing.

6.3. Confidentiality

Each Respondent acknowledges that it is under an obligation of confidentiality to ensure that this RFP and any other documents or information concerning this RFP is kept confidential and is only used for the sole purpose of preparing a Proposal and participating in this RFP process. This obligation of confidentiality survives the termination or expiration of the RFP process, and any further written agreements between the parties.

6.4. Anti-competitive conduct

- (a) Respondents must not engage in any collusive, anti-competitive or similar conduct with any other Respondent in relation to the RFP process which includes, but is not limited to:
 - (i) preparation, content or lodgement of their Proposal; and
 - (ii) the conduct of negotiations with Movember.

- b) For the purpose of this clause 6.4, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information, whether or not such information is confidential to Movember or any other Respondent.

6.5. Intellectual Property

All documents comprising this RFP remain the property of Movember. All copyright and other Intellectual Property Rights contained in this RFP are, and remain, vested in Movember.

6.6. Accuracy of RFP

Whilst all due care has been taken in connection with the preparation of this RFP, Movember does not make any warranties or representations that the content of this RFP or any part of it or any information communicated to or provided to Respondents in connection with this RFP or during the RFP process is, or will be, accurate, current or complete. Movember will not be liable in respect of any information communicated or provided which is not accurate, current or complete or for any omission from this RFP. Respondents should conduct their own independent investigations, review and analysis of the information set out in this RFP.

6.7. Movember's rights

Movember may, in its absolute discretion and at any time without penalty:

- a) amend this RFP, provide additional information or clarification and/or change the structure and timing of the RFP process. Any changes to this RFP will be communicated by Movember in writing. It is the responsibility of each Respondent to ensure they are referring to, and referencing, the most up to date RFP;
- b) suspend, defer, discontinue or vary the RFP process (including during the negotiation process);
- c) determine, at any stage a shortlist of Respondents;
- d) require additional information or clarification from a Respondent;
- e) before final selection (with or without shortlisting), enter into negotiations with one or more Respondents (including parallel negotiations with one or more Respondents or negotiations with all Respondents) or select a successful Respondent;
- f) exclude or disqualify a Respondent, or discontinue negotiations with a Respondent for any reason; and
- g) negotiate with or enter into contractual arrangements with a party who is not a Respondent and enter into a contract with that party on such terms as Movember accepts.

6.8. Acknowledgement

In lodging a Proposal, the Respondent acknowledges that:

- a) it has reviewed this RFP, any documents referred to in it, and any other information made available in writing by Movember in relation to this RFP process;
- b) this RFP is designed to summarise information concerning Movember's requirements only and is not necessarily a comprehensive description;

- c) to the maximum extent permitted by law, neither Movember, nor its employees, advisors or agents will in any way be liable to any person or body for any claim related to this RFP;
- d) in lodging a Proposal, it did not rely on any express or implied statement, warranty or representation, whether written or oral other than as expressly contained in this RFP;
- e) it did not use the improper assistance of Movember's employees;
- f) it has satisfied itself as to the correctness and sufficiency of its Proposal;
- g) nothing in this RFP is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory or other rights;
- h) all Respondents are deemed to accept the terms and conditions contained in this RFP, which will also form part of a further written agreement between the parties (if the Respondent is successful in the RFP process).

7. DEFINED TERMS

In this RFP, these terms have the following meaning:

Term	Definition
Agreement	has the meaning as set out in clause 5.2(a).
Closing Time	means the date and closing time for submitting a Proposal as set out in Part B or as otherwise extended by Movember in writing.
Commencement Date	means the commencement date of the Services.
Intellectual Property Rights	means all intellectual property rights, including but not limited to the following rights: <ul style="list-style-type: none"> a. patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; b. any application or right to apply for registration of any of the rights referred to above; and c. all rights of a similar nature to any of the rights above which may subsist anywhere in the world, whether or not such rights are registered or capable of being registered.
Movember	means Movember Group Pty Ltd as Trustee for Movember Foundation (ABN 48 894 537 905) or any other entity in the Movember group as advised by Movember.
Proposal	means the documents constituting the Respondent's offer to deliver Movember's requirements under this RFP.
Respondent	means a person or organisation who offers to deliver the Services pursuant to this RFP.

RFP	means this Request for Proposal, including all attachments, annexures, or schedules.
Services	means the services or deliverables to be provided by the Respondent, as set out in Part B.

PART B – RFP REQUIREMENTS

1 KEY DATES

1.1 Proposed RFP timetable

The following table provides indicative dates in relation to this RFP process (which, may be amended by Movember in writing at any time in its sole discretion):

Activity	Date
RFP issued	14 February 2025
Last date for questions and enquiries	28 February 2025
Closing Time	7 March 2025
Evaluation and shortlisting of Respondents	Week beginning 10 March 2025
Interviews	Week beginning 24 March 2025
Notice of outcomes	Week beginning 7 April 2025
Commencement Date	30 April 2025

1.2 Lodgement of Proposals

The Proposal must be lodged by the Closing Time electronically to the following Movember RFP portal:

<https://www.grantinterface.com/Home/Logon?urlkey=movember>

1.3 Overview

The Movember Young Men’s Health portfolio is focussed on mental health promotion and prevention. Too many young men around the world are impacted by poor mental health. In response, the One Movember (2023-2028) strategy outlines an ambition to improve Young Men’s Mental Health (Goal 4). The objectives within this include:

1. Enhancing the mental health of young men by improving their ability to successfully navigate the stressors of adolescence.
2. Reducing the likelihood of young men utilising unhealthy coping mechanisms.

To achieve these objectives the voice and experience of young men need to be central to Movember’s Young Men’s Health initiatives. Movember are seeking an Australian organisation to lead facilitation of its Australian pilot Youth Action Council in 2025.

1.4 Background

To ensure a youth led approach to determining how young people should be best engaged within Movember’s Young Men’s Health portfolio, three interrelated projects were undertaken over 2024. The following findings were reported.

Project 1: Explored how organisations like Movember have meaningfully included the voice of young people and people with lived experience within their work (UK based evidence).

- Advisory groups provide improved staff understanding of beneficiary groups, enhanced diversity of thought and provided for more considered planning. Such groups build leadership skills in their participants which can bring added value. A test and learn approach is recommended to the implementation of such mechanisms.
- Consideration must be given to the power relationships within an advisory group. Any advisory group should have dedicated/prescribed focus areas where their impact will be maximised. Facilitation must safeguard participation.
- Members should receive training and be paid.

Project 2: Identified whether young people with lived experience wanted to partner with Movember (Australia based evidence).

- Young men aged over 15 and from regional and rural areas were more likely to have heard of Movember.
- 61% of respondents considered Movember's mission to be important to them, especially if they lived in metro areas.
- 51% of respondents said they would want to be consulted on action for young men. Those with living experience and from regional areas are more inclined to support co-design practices.

Project 3: Determined how young people want to partner with Movember (Australia based evidence).

- Participants were motivated by contributing to a defined cause like young men's mental health but also value personal growth.
- Young men want to take direct action rather than only provide advice.

Movember are seeking a partner who can incorporate these findings into the design and facilitation of the Movember pilot - Youth Action Council. It is anticipated that the Respondent demonstrates how they ethically and effectively consider approaches like power sharing and safeguarding. The Respondent must demonstrate deep experience in the facilitation of processes like a Youth Action Council.

The overarching goals of the Movember Youth Action Pilot (Mo-YAP) project (the project) are to:

1. Create an avenue to meaningfully bring the voice of young people into key work within the Young Men's Health portfolio.
2. Create a development program alongside the pilot to enable capacity building for the participants during their experience.
3. Use the pilot to inform next steps for youth action and/ or advisory in 2026 and beyond.

The outcomes sought via the Mo-YAP are aligned with the Theory of Change (ToC) for the Young Men's Health portfolio (as set out further in Part D).

1.5 Eligibility

To be eligible to lodge a submission for services requested the Respondent must be:

1. aligned to Movember values – remarkable, fun, better together, change agent, accountable, courageously kind;
2. a specialist youth services organisation;
3. have experience in facilitating Youth Action or Youth Advice Councils, or similar processes; and
4. be compliant with accreditation relevant to the provision of services to young people in Australia (for example ISO 9001, National Digital Mental Health Standards, Child Safe Standards), with excellent quality mechanisms and ability to produce evidence of compliance.

1.6 Scope of work

The Youth Action Pilot (Mo-YAP), a flagship initiative by Movember, seeks to integrate youth perspectives into the development of key activities within the Young Men's Health portfolio.

Movember are seeking a suitably qualified and experienced organisation to facilitate its pilot Youth Action Council between April and November 2025. This involves the design and delivery of a Youth Action Council framework and delivery of a program of meetings and outputs using blended face to face and online formats.

A maximum of \$60,000 AUD is available for services provided.

1.6.1 Objectives

- Amplify youth voices (ages 12–18) in Movember Young Men's Health initiatives and processes.
- Develop leadership skills, mental health literacy, and advocacy skills among participants.
- Deliver actionable insights for the Young Men's Health portfolio, with a focus on initiatives related to youth mental health.
- Establish a replicable framework to underpin future youth action councils.

1.6.2 Deliverables

- Kick off meeting to confirm approach to delivery and evaluation.
- Recruitment of 10 – 12 young people into the Mo-YAP.
- Delivery of skill building sessions that improve capacity of Youth Action Council members covering, at minimum, team building, team guidelines and safety, mental health literacy, problem solving and leadership, advocacy and communication skills.
- Facilitation of at least 6 Action Group meetings which deliver action on:
 - Supporting the development of a Clinical Governance Framework for the Movember Young Men's Health Portfolio.
 - Advice into key Movember initiatives. This may include but is not limited to: intervention design; delivery of key programs; and supporting partnership endeavours within the creative arts. These initiatives will be refined and confirmed with the successful Respondent.
- Creation of a replicable and scalable YAC Framework.

- Monthly project status reporting and delivery of a comprehensive final report. The final report must draw upon an evaluation led by the Respondent and include recommendations to inform future models for youth action and advice, emphasising program sustainability and novel approaches.

Key Performance Indicators are captured at 1.6.4.

1.6.3 Roles and Responsibilities

- Movember
 - Project oversight, attendance at advisory meeting and events, participant remuneration, expenses associated with agreed events that sit outside of the Respondents' deliverables (as set out at 1.6.2).
 - Support project planning and reporting.
- Facilitator/Service Provider
 - Meeting deliverables and KPIs.
 - Safeguarding and wellbeing of participants.

1.6.4 Key Outcomes

Movember will work with the respondent through project kick off to confirm approach to delivery and evaluation. At minimum, the Respondent must align its approach to evaluation, outcomes measurement and reporting, with the Theory of Change (ToC) for the Young Men's Health portfolio (as set out in Part D). This should include, but is not limited to:

Youth Development

- Leadership Growth: Self-assessment or facilitator assessment of leadership skills before and after the program.
- Mental Health Literacy: Changes in understanding and awareness of mental health concepts among participants (including guardians if relevant).
- Advocacy and Communication Skills: Ability to articulate issues and contribute to program planning.
- Confidence: Self-reported confidence in contributing to decision-making processes.

In addition, it is anticipated that the following participant engagement outputs will be reported against:

- Attendance and retention rates.
- Participant satisfaction.
- Recruitment for diverse representation: Reported diversity in geographic representation (including rural, remote, and urban areas), ethnic and cultural diversity (including First Nations backgrounds), gender expressions, lived experience, and socioeconomic background.
- Accessibility and Equity: Program accessibility and whether participants felt supported to fully engage.
- Connection to Movember's Young Men's Health goals.

1.6.5 Key Performance Indicators

Key Performance Indicators will include:

- **Mo-YAC Framework:** Creation of a replicable and scalable model for future youth action councils at Movember.
- **Capacity Building:** Number of participants who report gaining new skills applicable outside the program (e.g., communication, problem-solving, leadership, conflict resolution, etc.).
- **Deliverables Completed:** Timely delivery of agreed milestones (e.g., kick-off event, regular meetings, clinical governance framework support, closing event). Timely delivery of final report which includes actionable insights.
- **Pilot Evaluation:** Quantity and quality of participant satisfaction and outcomes captured within the final report.

1.7 Reporting Requirements

Report	Date for completion
Monthly progress status reports (template to be provided by Movember)	To be provided to Movember within 7 days from the end of the month to which it relates.
Final report	1 December 2025

The final report must include:

- Executive Summary
- Introduction and program outline
- Summary of themes and outcomes discussed within meetings
- Summary of key deliverables and outputs
- Strategic recommendations to inform future advisory models for youth mental health initiatives
- Participant outcomes, testimonials and feedback
- Conclusion and recommendations for sustainability beyond pilot

1.8 Insurance Requirements

Prior to the Commencement Date, successful Respondents must take out and maintain with reputable insurance companies such insurance policies as reasonable for the purpose of the agreement. Successful Respondents must provide certificates of currency or other appropriate evidence of such insurance on the reasonable request of Movember.

1.9 Proposal Format

Submissions must conform to the following format:

Proposals are welcomed in video and / or written format. Please get creative and have fun with the proposal. Demonstration of values that provide a remarkable experience for participants and all key stakeholders will be assessed favourably.

Written submissions should be a single PDF document and:

- a) be prepared in Arial font (regular), minimum 11 point and in single-spaced text;
- b) on an A4-sized page 8.3” x 11.7” (21cm x 29.7cm) with 1” (2.54cm) margin on all sides of each page;
- c) include a header on each page with the Respondent’s name in the top left-hand corner, and the page number in the top right-hand corner;
- d) maximum 5 pages, excluding cover page, budget and references. Any information provided beyond the page limit will not be considered.

Video submissions should be:

- e) uploaded via the Box link provided within portal instructions;
- f) be a maximum of 5 minutes long;
- g) be accompanied by budget, references and cover letter.

1.10 Proposal Content

Submission must include:

a) A cover page containing the following:

- Title of proposal
- Brief description of the organisation
- Name and contact details of the Project Lead (position, phone number, email, and mailing address)
- Total funding requested for the Proposal
- Project summary (maximum 200 words) suitable for sharing publicly on the Movember website and elsewhere and written in lay language
- A statement confirming that in lodging the RFP you meet Movember's eligibility criteria (Part B, Section 1.5).
- Information relevant to Part A, Section 3.5 (supplied in an appendix), including the following written confirmation:

We confirm that:

- There is no past, current, pending or finalised litigation that would adversely affect or impact our ability to perform the Services as specified in the Request for Proposal; and

- There are no petitions, claims, actions, judgments or decisions, whether pending or concluded, that are likely to impact or affect our ability to perform the Services.

We acknowledge that this confirmation is given as part of our response to the Request for Proposal and forms a material representation upon which the evaluation of our submission may be based.

b) Proposal Body (maximum 5 pages including figures and tables).

The proposal should clearly demonstrate how the Respondent proposes to deliver against the scope of work, which is detailed at Part B, Section 1.6 - and contain the details of your proposed program outline including how you will undertake a youth led approach to the:

- Development of the Mo-YAC framework, inclusive of consideration to the background information captured at 1.4.
- Design and delivery of team and skill building workshops for Youth Action Council members.
- Facilitation of at least 6 Action Group meetings for 10 – 12 young people. Facilitation of communication between meetings, hosted through a suitable platform that minimises barriers to engagement.
- Process for recruitment, on-boarding, and off-boarding of participants and parent/guardians. Suggestions on engaging youth participants in aged, based cohorts (e.g. 12-15 years and 16 to 18 years).
- Meeting required deliverables with a key focus on how insights from young people will be used to support the development of a Clinical Governance Framework and inform initiative development (initiatives to be confirmed).
- Process and/ or commitment to evaluation and reporting.

c) Team, Environment and Safeguarding (CV's are not required)

State the experience and interest of the organisation and key personnel working with the proposed target cohort and directly on the program. This should include a summary of how services will be provided to ensure effectiveness of delivery and safety of participants, including evidence of accreditation and/ or alignment with relevant standards, for example Child Safe Standards.

d) Budget

A detailed budget must accompany the proposal and include all costs associated with hosting Youth Action Council meetings, including but not limited to activities delivered, catering and any materials provided. Itemised rather than grouped costings is preferred. A small budget will be carried by Movember to support pilot delivery, this will include travel costs for participants for up to two face-to-face sessions and a participant reimbursement for time attended; these costs should

not be factored into the proposal. Please refer to Part E for required budget template.

2 PROPOSAL EVALUATION AND ASSESSMENT CRITERIA

- a) ELIGIBILITY (10%):** Submission meets all the eligibility criteria set out in this RFP;
- b) PROPOSED PROJECT (40%):** The technical components of the application as described in the proposal.
- c) TEAM & ENVIRONMENT (30%):**
 - the capability and motivation of the Respondent to carry out and complete the proposed services;
 - the extent to which the Respondent has demonstrated it has the experience, infrastructure, resource capacity and management approach to support the proposed services;
- d) BUDGET (20%):** the appropriateness of the proposed pricing structure.

PART C - MOVEMBER STANDARD SERVICE AGREEMENT

MOVEMBER X

[INSERT SERVICE

PROVIDER]

MASTER SERVICES

AGREEMENT

MOVEMBER X [INSERT SERVICE PROVIDER]

DETAILS

Section A: Important information		
1.	Movember	Movember Group Pty Ltd as Trustee for the Movember Foundation ABN: 48 894 537 905 Address: 21-31 Goodwood St, Richmond VIC 3051 Email: info@movember.com Phone: 1300 GROW MO (1300 4796 66)
2.	Movember Contact	Name: [insert name] Email: [insert email address]
3.	Movember Accounts Contact	[insert email address]
4.	Service Provider	Company Name: [insert] ABN: [insert] Address: [insert] Email: [insert] Phone: [insert]
5.	Service Provider Contact	Name: [insert name] Email: [insert email address]
6.	Service Provider Accounts Contact	[insert email address]
7.	Commencement Date	[insert commencement date]
8.	End Date	[insert end date]

Section B: Services information		
9.	Services	As set out in the Statement of Work
10.	Deliverables	As set out in the Statement of Work
11.	Milestones	As set out in the Statement of Work
12.	Fee	As set out in the Statement of Work

BACKGROUND

- A. Movember is a company and registered charity that seeks to raise awareness about, and money for, men's health.
- B. Movember wishes to receive, and the Service Provider wishes to provide, the Services set out in the Statement of Work and on the terms set out in this Agreement.

TERMS & CONDITIONS OF AGREEMENT

1. TERM AND TERMINATION

- 1.1 This Agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with this clause 1 (**Term**).
- 1.2 Each Statement of Work commences on the Statement of Work Commencement Date and continues until the earlier of the following:
 - (a) the Statement of Work End Date;
 - (b) the date all Services under the Statement of Work have been provided by the Service Provider in accordance with the relevant Statement of Work (in Movember's reasonable opinion); or
 - (c) if terminated by a Party in accordance with this clause 1.
- 1.3 Either Party may immediately terminate this Agreement or a Statement of Work without further liability by giving written notice:
 - (a) if a Party commits a material breach of this Agreement (which includes a breach of warranty provided pursuant to this Agreement) and such breach is not capable of remedy, or is not remedied within 14 days following receipt of written notice from the non-defaulting Party setting out details of the breach;
 - (b) if in a Party's reasonable opinion, its image, reputation or brand name has been or could be materially adversely affected by continuing the Agreement; or
 - (c) the other Party becomes insolvent.
- 1.4 Movember may terminate this Agreement or a Statement of Work, for any reason, by giving the Service Provider 14 days' written notice.
- 1.5 Upon the End Date or termination of this Agreement (whichever occurs earlier):
 - (a) the Service Provider must stop providing the Services, unless otherwise requested by Movember;
 - (b) Movember will pay the Service Provider the Fee relevant to the Services provided up until the date of termination (unless the Service Provider has terminated this Agreement in accordance with clause 1.2).
 - (c) any accrued rights and obligations will not be affected;
 - (d) each Party, at its own cost, must immediately remove and cease to refer to or use the other Party's Intellectual Property Rights which includes the other Party's name and logo;
 - (e) each Party must deliver or destroy (at its own cost) any marketing material and other material in its possession (including such material bearing the other Party's name, logo or branding), as requested by the other Party. For the avoidance of doubt, neither Party is required to delete such material pursuant to this clause 1.5(e) if the Parties mutually agree; and

- (f) no Party will have any claim against the other Party for any alleged loss sustained because of this Agreement expiring or terminating.

2. PROVISION OF SERVICES

- 2.1 Subject to clause 2.4, Movember may request that the Service Provider provide the Services by submitting a Statement of Work to the Service Provider during the Term.
- 2.2 On the Statement of Work Commencement Date, the Statement of Work becomes binding on the Parties and in consideration of the Fee, the Service Provider will provide the Services to Movember in accordance with the terms of this Agreement.
- 2.3 In providing the Services, the Service Provider must:
 - (a) deliver the Services in accordance with the Milestones and Deliverables;
 - (b) act in a diligent and professional manner, with due skill, care and attention;
 - (c) employ staff with qualifications and experience appropriate for the provision of the Services;
 - (d) comply with all legal and regulatory requirements;
 - (e) complete all filings and documentation as required by any relevant governmental authorities and agencies and obtain all required consents, approvals and permits as needed;
 - (f) ensure appropriate records are maintained in relation to its performance of the Services, and provide Movember access to such records upon the reasonable request of Movember;
 - (g) provide Movember with a financial reconciliation of all Fees spent upon reasonable request of Movember; and
 - (h) ensure that goods and products used and produced in relation to the Services (including any Deliverables):
 - (i) are of good quality and fit for purpose;
 - (ii) are produced in conformity with all relevant ethical trading and sourcing regulations;
 - (iii) minimises the impact on the environment from its operations; and
 - (iv) are sourced with processes in place to ensure similar standards are met within the Service Provider's own supply chains for goods and products sourced for Movember pursuant to this Agreement as set out in clauses 2.3(h)(i) to 2.3(h)(iii) above.

- 2.4 The Service Provider agrees that Movember:

- (a) has no obligation to enter into a Statement of Work with the Service Provider;
- (b) has no obligation to purchase a minimum amount of Services from the Service Provider; and
- (c) may engage with or purchase other services that are similar or equivalent to the Services from any third party (in its discretion).

3. NON-CONFORMING SERVICES

- 3.1 If the Services (or part of the Services) do not, in the reasonable opinion of Movember, comply with this Agreement, the Service Provider must, at the election of Movember and without limiting any other remedy of Movember pursuant to this Agreement or at Law:
 - (a) re-supply the Services, at the Service Provider's own cost; or
 - (b) credit to Movember the total amounts Movember has paid in relation to the Services or not invoice Movember for such Services (as applicable).

4. COMPLIANCE AND GOVERNANCE

The Service Provider must comply with all relevant Laws applicable to providing the Services under this Agreement, including without limitation by obtaining all necessary permits and approvals.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Parties agree that all right, title and interest in and to any Contract IP are the exclusive property of Movember. To give effect to this clause 5.1, the Service Provider must execute all such documents and do all such acts as Movember may reasonably require.
- 5.2 Movember grants the Service Provider, for the Term, a non-exclusive, royalty free, non-transferrable licence to use the Contract IP solely for the purposes of performing its obligations under this Agreement.
- 5.3 The Parties acknowledge and agree that any Background IP remains the property of that Party.
- 5.4 The Service Provider grants Movember a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, reproduce, publish, modify, and adopt its Background IP to the extent necessary to fully exercise its rights in the Contract IP.

6. PAYMENT AND TAX

- 6.1 In consideration of the Service Provider supplying the Services to Movember in accordance with this Agreement, Movember will pay to the Service Provider the Fee following receipt of a valid tax invoice from the Service Provider.
- 6.2 The Parties acknowledge and agree that, subject to clause 7 of this Agreement:
 - (a) any amount payable pursuant to this Agreement is inclusive of all costs, taxes, duties, charges and disbursements (as applicable); and
 - (b) each party will comply with their own relevant tax obligations for their entities.

7. GST

- 7.1 Unless otherwise expressly stated, all amounts payable or consideration to be provided under this Agreement are exclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) (GST Law).
- 7.2 If GST is payable in respect of any supply made by a service provider of goods or services under this Agreement, then the recipient of the goods or services will pay to the service provider an amount equal to the GST payable on the supply. The recipient is to make the GST payment at the same time and in the same manner as they pay the consideration for the supply provided under this Agreement.
- 7.3 The Parties agree that:
 - (a) the Parties must be registered persons within the meaning of the GST Law;
 - (b) the Service Provider must provide tax invoices and if applicable adjustment notes to Movember in the form prescribed by or for the purposes of the GST Law; and
 - (c) costs required to be reimbursed or indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Law can be claimed.

8. BRANDING AND ACKNOWLEDGEMENT

8.1 Pursuant to clause 8.2, publication of any materials whether written or otherwise relating to this Agreement and which incorporate the other Party's name, logo or branding may only be published with the prior written approval of that Party (which will not be unreasonably withheld) and provided such approval is sought, at least five (5) Business Days prior to the production deadline.

8.2 In the event that:

- (a) either Party reasonably refuses to provide its consent pursuant to clause 8.1, the Parties will use their reasonable endeavours to agree upon any relevant alterations required to such material. The Parties acknowledge and agree that both Parties must provide consent prior to the publication of any altered material; or
- (b) the relevant Party does not provide written consent within five (5) Business Days, the other Party can assume consent has been given for the purpose of clause 8.1.

8.3 For the purpose of clause 8.1, such material includes but is not limited to:

- (a) promotional materials including badges, banners, brochures, certificates, forms, invitations, posters, printed clothing, programs, signs, tickets and uniforms; and
- (b) publicity material, media releases and similar material (whether digital or otherwise).

9. CONFIDENTIALITY

9.1 Subject to clause 9.2, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party.

9.2 The obligations on the Parties under this clause 9 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its personnel in order to comply with its obligations, or to exercise rights, under this Agreement;
- (b) is in the public domain other than by a breach of this clause 9; or
- (c) is required to be disclosed by Law.

10. PRIVACY

10.1 The Parties must:

- (a) only use or disclose Personal Information obtained pursuant to this Agreement for the purpose of this Agreement;
- (b) take all reasonable steps to safeguard Personal Information;
- (c) comply with the Privacy Laws; and
- (d) immediately notify the other Party if it becomes aware of any threatened, suspected or actual breach of any obligation contained in this clause 10, whether by such Party or its personnel and:
 - (i) provide the other Party with all reasonable assistance required to mitigate, investigate and resolve the breach; and
 - (ii) consult with the other Party before making any notifications to regulators, impacted individuals or third parties.

11. DATA PROTECTION

Each Party agrees that it will, in relation to personal data processed in connection with this Agreement:

- (a) use reasonable security measures to protect such data in its possession against unauthorised access, use, loss or disclosure, including establishing and maintaining reasonable safeguards which are no less rigorous than industry best practice; and
- (b) collect, process and store all such personal data in accordance with the Data Protection Legislation.

12. INSURANCE

12.1 The Service Provider must take out and maintain with reputable insurance companies such insurance policies as reasonable for the purpose of this Agreement.] OR [The Service Provider must take out and maintain the following insurance policies for the purpose of this Agreement:

- (a) Public Liability: not less than \$[insert]; and
- (b) Professional Indemnity: not less than \$[insert].]

12.2 The Service Provider must provide certificates of currency or other appropriate evidence of such insurance on the reasonable request of Movember.

13. INDEMNITY

The Service Provider indemnifies Movember with respect to all damages, costs, claims, demands, liabilities and expenses or other liability suffered because of the Service Provider, or its agents, employees or contractor's act/omission, negligence, reckless or intentional default, including any breach of the Agreement, save to the extent that such damages, costs, claims, demands, liabilities or expenses are caused by Movember.

14. REPRESENTATION AND WARRANTIES

14.1 Each Party represents and warrants to the other Party that:

- (a) it has the legal capacity and power to enter into this Agreement and is able to meet its obligations set out in this Agreement;
- (b) entering into this Agreement will not breach any of its obligations to any third party which include the Intellectual Property Rights of a third party;
- (c) it has made no assignments, grants, licences, encumbrances, obligations or agreement whether written, oral or implied, inconsistent with the terms of this Agreement;
- (d) it is in sound financial standing, and it will immediately notify the other Party in writing of any events that occur or circumstances that arise which adversely affect, or could adversely affect, any such standing;
- (e) it has or will obtain, at its own expense, all approvals, certifications, registrations, licences, consents and/or permits from all relevant governmental agencies necessary to perform its obligation under this Agreement; and
- (f) it will comply with all Laws applicable to this Agreement and will not do or omit to do anything which may cause the other Party to breach any such Laws.

14.2 The Service Provider represents and warrants to Movember:

- (a) it will perform the Services with due care, skill and diligence and in a professional manner consistent with this Agreement, applicable standards, principles, practices and Laws (which, for the avoidance of doubt, includes compliance with Anti-Slavery Laws); and
- (b) its personnel are appropriately qualified to provide the Services.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 The Service Provider must not without the prior written approval of Movember:

- (a) transfer or assign any of its rights or obligations under this Agreement; or
- (b) subcontract the performance of the Services (or part of the Services).

16. RELATIONSHIP OF THE PARTIES

16.1 The Service Provider has no authority, right or power to contract on behalf of Movember or bind Movember in any way to any third party or to assume or create any obligation or responsibility (whether express or implied) on behalf of Movember, except with the prior written consent of Movember.

16.2 No joint venture or relationship of partnership, principal and agent, employer and employee or trustee and beneficiary is intended by this Agreement.

17. DISPUTE RESOLUTION

17.1 Each Party must make a representative available to meet and discuss any queries, concerns, issues or disputes arising under or in connection with this Agreement.

17.2 The Parties agree that each respective representative will meet in good faith with a view to resolving such dispute within 14 days of the dispute arising. For the avoidance of doubt, and for the purpose of this clause 17, the Parties agree that such meeting may be facilitated over the telephone or through the utilisation of video-conferencing facilities.

17.3 Nothing in this clause 17 is to be taken as preventing either Party from seeking interlocutory relief in respect of such a dispute.

18. GOVERNING LAW

18.1 This Agreement is governed by the Laws in force in the State of Victoria, Australia and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria, Australia.

19. NOTICES

19.1 Any notice, demand, consent or other communication given or made under this Agreement must be in writing and signed by a person duly authorised by the sender and delivered to the intended recipient of the relevant Party by pre-paid post, by hand or by email.

20. SURVIVAL

20.1 Clauses 1.5, 9, 13, 14, 17, 18, 19, 21 and this clause 20 survive the expiration or termination of this Agreement (whichever occurs earlier).

21. DEFINED TERMS

21.1 In this Agreement, these terms have the following meaning:

Agreement	means this agreement, as amended from time to time including any Statement of Work issued pursuant to it.
Anti-Slavery Laws	means:

	<ul style="list-style-type: none"> • Division 270 and 271 of the <i>Criminal Code Act 1995</i> (Cth); • the <i>Modern Slavery Act 2018</i> (Cth); and • any other Law which prohibits exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is applicable in the jurisdiction in which a Party is registered or conduct business or in which activities relevant to this agreement are to be performed.
Background IP	means any Intellectual Property Rights existing prior to the Commencement Date or developed independently of this Agreement.
Commencement Date	means the commencement date as set out in the Details.
Confidential Information	<p>means any technical, scientific, commercial, financial or other information of, about or in any way related to a Party, including information designated by a Party as confidential, which is disclosed, made available, communicated or delivered to the other Party for the purpose of this Agreement, but excludes information which is in, or which subsequently enters the public domain other than as a result of a breach of this Agreement and which a Party can demonstrate was:</p> <ul style="list-style-type: none"> • in its possession prior to the date of this Agreement; • independently developed by a Party; or • lawfully obtained by a Party from another person entitled to disclose such information.
Contract IP	means any Intellectual Property Rights created directly as a result of, or in the course of, the Service Provider providing the Services to Movember.
Data Protection Legislation	means all applicable legislation in force from time to time relating to the processing of personal data and privacy, including the <i>Privacy Act 1988</i> (Cth) and the EU General Data Protection Regulation 2016/679 (if applicable).
Deliverables	means the deliverables as set out in the Details.
End Date	means the end date as set out in the Details.
Fee	means the fee as set out in the Details.
Intellectual Property Rights	<p>means all intellectual property rights, including but not limited to the following rights:</p> <ul style="list-style-type: none"> • patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; • any application or right to apply for registration of any of the rights referred to above; and • all rights of a similar nature to any of the rights above which may subsist anywhere in the world, whether or not such rights are registered or capable of being registered.
Law	means any statute, ordinance, code, regulation, by-law, local law, official directive, order, instrument, undertaking, applicable Government policy or

	guideline, applicable judicial, administrative or regulatory decree, judgment or order and any related conditions, authorisations, licences, permits, consents, or similar requirements, including all applicable rights and obligations under the common law.
Milestones	means the milestones as set out in the Details.
Parties	means Movember and the Service Provider and Party means either one of them.
Personal Information	has the meaning given in the definitions for 'personal information' or 'health information' (as applicable) in the relevant Privacy Laws.
Privacy Laws	means the: <ul style="list-style-type: none"> • <i>Privacy Act 1988</i> (Cth) and the Australian Privacy Principles contained in this Act; • <i>Health Records Act 2001</i> (Vic) and the Health Privacy Principles contained in this Act; • any approved privacy code that applies to either of the Parties; and • EU General Data Protection Regulation 2016/679 (if applicable).
Services	means the services as set out in the Details which includes the Deliverables and Milestones.
Statement of Work	means a statement of work issued under this Agreement In the form set out in Appendix 1.
Statement of Work Commencement Date	means the commencement date set out in the relevant Statement of Work.
Statement of Work End Date	means the end date set out in the relevant Statement of Work.
Term	has the meaning given in clause 1.1.

22. INTERPRETATION

22.1 In this Agreement, unless the context indicates a contrary intention:

- (a) expressions have the meaning given to them in the Details and Defined Terms sections of this Agreement;
- (b) including and similar expressions are not to be treated as words of limitation;
- (c) an obligation not to do something includes an obligation not to cause and not to permit it to be done;
- (d) words denoting the singular include the plural and vice versa;
- (e) a reference to:
 - (i) an individual or person includes a corporation, partnership, venture, association, authority, trust, state or government;
 - (ii) a party is a party to this Agreement and includes that party's executors, administrators, successors and permitted assignees;
 - (iii) a document, including this Agreement, is to that document as amended, novated, renewed, substituted or supplemented at any time;

- (iv) any legislation is to any amendment, re-enactment, substitution or consolidation of that legislation, and includes any subordinate legislation issued under that legislation;
- (v) dollars or \$ is to an amount in Australian currency; and
- (vi) this Agreement is not to be construed against a Party because that Party was responsible for the drafting of this Agreement.

23. GENERAL

- 23.1 This Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 23.2 Any variation to this Agreement must be affected in writing and executed by each Party.
- 23.3 Each Party must promptly do whatever the other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.
- 23.4 This Agreement may consist of a number of counterparts and if so, the counterparts taken together constitute one document.
- 23.5 Each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing, and performing its obligations under this Agreement.
- 23.6 A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 23.7 A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 23.8 Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- 23.9 Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

EXECUTION

Agreed by **Movember**

Signed for The Movember Group Pty Ltd as trustee for the Movember Foundation by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Agreed by [insert name of the Service Provider]

Signed for [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

CONFIDENTIAL

APPENDIX 1 - STATEMENT OF WORK

This Statement of Work is entered into and made a part of the Master Services Agreement dated [insert] (**Agreement**) between The Movember Group Pty Ltd as trustee for the Movember Foundation (**Movember**) and [insert name] (**Service Provider**).

In the event of any conflict between the terms and conditions of this Agreement and those of this Statement of Work, the terms and conditions of this Agreement will take precedence unless explicitly stated otherwise below. Any capitalized terms used but not defined herein shall have the meanings ascribed in the Agreement.

The Service Provider agrees to provide the Services and Movember agrees to pay the Fee in accordance with the terms of the Agreement.

Statement of Work		
1.	Services	[insert the services being provided by the Service Provider to Movember pursuant to this Agreement]
2.	Deliverables	[insert deliverables]
3.	Milestones	[insert milestones]
4.	Fee	[\$[insert fee]]
5.	Statement of Work Commencement Date	The date this Statement of Work is signed by both Parties
6.	Statement of Work End Date	[insert]

Signed on behalf of The Movember Group Pty Ltd as trustee for the Movember Foundation by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Signed on behalf of [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

CONFIDENTIAL

PART D – MOVEMBER THEORY OF CHANGE: YOUNG MENS MENTAL HEALTH

THEORY OF CHANGE: YOUNG MEN’S MENTAL HEALTH

→
Problems

Young men experience distress and marginalisation due to stressors they experience during adolescence, leading to increased risk of suicide.

During this life transition, young men are more likely than women to choose unhealthy coping behaviours such as gambling, alcohol and drugs.

→
Strategies

Sports Health

Utilise the unique elements of sport to nurture young men and tackle risk factors exacerbated by the sport environment.

Gaming and Esports

Leverage the reach of the gaming and Esports sector to nurture young men and tackle risk factors exacerbated by the gaming industry.

Reimagining Masculinities

Reimagine masculinity framed content targeted at young men online.

YM Health Literacy

Engage with young men through media interventions at scale to deliver mental health literacy and healthy relationship information in a trusted and credible way.

→
Activities

Convening

Work collaboratively and partner with organisations and events that have influence on the young men’s mental health ecosystem.

Advocacy

Engage communities, decision makers, and the young men’s mental health sector on key issues.

Evidence-Building

Build trusted and credible evidence around young men’s mental health in our strategic areas.

Real-World Delivery

Deliver and fund evidence -based young men’s mental health programs.

→
Outcomes

Individual

An increase in young men’s mental health literacy, healthy coping skills, self-understanding and ability to foster close relationships.

Norm

An increase in young men subscribing to pluralistic expression of masculinity and feeling supported by society to do so.

System

Young men’s ecosystem is a psychologically safe space where support networks have higher levels of mental health capability and capacity, there is an increase in prevention of mental health harms, and reliable mental health information is accessible and available.

Impact

Enhanced the mental health of young men (ages 12-25), by improving their ability to successfully navigate the stressors of adolescence.

Reduced likelihood of men utilising unhealthy coping mechanisms.



PART E - BUDGET TEMPLATE

Funding amount requested Please indicate in the table below the amount of funding that you are seeking for the funding period. Note that the detail within the budget can be adjusted based on the needs of the project and with approval by Movember.	
Item	Amount AUD \$
[insert category]	
[insert category]	
[insert category]	
[insert category]	
[insert category]	
[insert category]	
TOTAL	AUD \$