

# GROUP CONTRACT AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Parties:**

This Group Contract Agreement ("Agreement") is made by and between the following parties, collectively referred to as the "Parties":

[Insert party names and details here, including address, ABN (Australian Business Number), and contact information.]

Each Party represents and warrants that it has the authority to enter into this Agreement.

**1. Purpose**

The purpose of this Agreement is to set out the terms and conditions under which the Parties agree to cooperate and collaborate in relation to [insert description of the group activity, project or business].

**2. Definitions**

In this Agreement, unless the context otherwise requires, the following definitions apply: "Agreement" means this Group Contract Agreement including any schedules and annexures; "Parties" means all entities that have executed this Agreement; "Confidential Information" means all information disclosed by a Party to another Party which is designated as confidential or which ought reasonably to be considered confidential; "Effective Date" means the date upon which this Agreement is executed by all Parties.

**3. Term**

This Agreement commences on the Effective Date and shall continue in full force and effect until terminated by mutual agreement of the Parties or in accordance with the termination provisions set out herein.

**4. Roles and Responsibilities**

Each Party agrees to perform the roles and responsibilities as outlined in the attached Schedule A. All Parties shall cooperate in good faith and act in the best interest of the collective group.

**5. Contributions and Financial Arrangements**

The Parties shall contribute funds, resources, and/or services as specified in Schedule B. All financial arrangements including payment terms, invoicing, and cost sharing are described therein.

**6. Confidentiality**

Each Party shall keep Confidential Information strictly confidential and shall not disclose such information to any third party except as permitted under this Agreement or required by law. This obligation shall survive termination of this Agreement.

**7. Intellectual Property**

All Intellectual Property developed or brought into the project by a Party shall remain the property of that Party unless otherwise agreed in writing. Where joint Intellectual Property is developed, ownership and usage rights shall be as set forth in Schedule C.

## **8. Liability and Indemnity**

To the extent permitted by law, each Party releases, indemnifies and holds harmless the other Parties from and against all claims, losses, damage, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement, except to the extent caused by the negligence, willful misconduct or breach of this Agreement by the indemnified Party.

## **9. Termination**

This Agreement may be terminated: (a) By mutual written consent of all Parties; (b) By any Party giving 30 days' written notice to the others; (c) Immediately by any Party if any other Party materially breaches this Agreement and fails to remedy the breach within 14 days of written notice. Termination shall not affect accrued rights or liabilities.

## **10. Dispute Resolution**

The Parties agree to attempt to resolve any dispute arising out of or in connection with this Agreement through good faith negotiation. If unresolved within 14 days, the dispute shall be submitted to mediation in accordance with the Mediation Rules of the Resolution Institute (Australia). If mediation fails, the Parties may seek any remedies available at law.

## **11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The Parties submit to the non-exclusive jurisdiction of the courts of [insert relevant state or territory] in relation to any dispute arising out of this Agreement.

## **12. Entire Agreement**

This Agreement, including all schedules, annexures, and written amendments, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior understandings, agreements or representations.

## **13. Amendments**

No variation, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by all Parties.

## **14. Notices**

Any notice or communication under this Agreement must be in writing and delivered by hand, prepaid post, or email to the addresses of the Parties as specified herein or notified in writing subsequently. Notices are deemed received on delivery or, if by post, three business days after posting.

## **15. Counterparts and Execution**

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one agreement. Signatures transmitted by electronic means including PDF or image files shall be deemed as valid and binding as original signatures.

**PARTY 1 SIGNATURE**

**PARTY 2 SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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