



Australian Government

Australian Office of Financial Management

AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT INVESTMENT FACILITY

PANEL MEMBERSHIP AGREEMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

acting through and represented by the

AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT

ABN 13 059 525 039

("AOFM")

and

.....

ABN

("PANEL MEMBER")

**AUSTRALIAN OFFICE OF FINANCIAL MANAGEMENT INVESTMENT FACILITY
PANEL MEMBERSHIP AGREEMENT**

This Agreement is made on

BETWEEN: The **Commonwealth of Australia**, acting through and represented by the **Australian Office of Financial Management** (ABN 13 059 525 039) (“**AOFM**”)

AND: **ABN** of
.....
 (**“Panel Member”**)

1. INTERPRETATION

1.1. The following words have these meanings in this agreement unless the contrary intention appears.

“Conditions of Panel Participation” means the conditions as amended by the AOFM from time to time published on the AOFM’s website entitled **“Australian Office of Financial Management Investment Facility - Conditions of Panel Participation”**.

1.2. Words and expressions which have a defined meaning in or for the purposes of the Conditions of Panel Participation shall have the same meaning when used in this agreement.

1.3. In this agreement and in the Conditions of Panel Participation unless the contrary intention appears:

- (i) a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (ii) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;
- (iv) the word **“person”** includes a firm, a body corporate, an unincorporated association or an authority;
- (v) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (vi) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (vii) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and

(viii) a reference to any thing is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

1.4. Headings are inserted for convenience and do not affect the interpretation of this agreement.

2. RIGHTS AND OBLIGATIONS OF PARTIES

2.1. The AOFM agrees that the Panel Member may offer for sale debt instruments on the terms and conditions of this agreement and the Conditions of Panel Participation.

2.2. The Panel Member confirms the acknowledgement contained in clause 2.1 of the Conditions of Panel Participation and agrees to observe and comply with the Conditions of Panel Participation as amended from time to time. The Conditions of Panel Participation are hereby incorporated into this agreement with the intent that the Conditions of Panel Participation will be binding upon each party to this agreement as if the Conditions of Panel Participation form a contract that has been duly executed by each party.

2.3. The Panel Member indemnifies the AOFM against all liabilities, actions, proceedings, claims, demands, direct losses, costs, expenses or any other damage suffered by the AOFM arising directly out of the negligent or fraudulent acts or omissions of the Panel Member, its servants, agents, contractors and assigns in relation to or in connection with this agreement (including the Conditions of Panel Participation).

2.4. The Panel Member shall have the right to assign this agreement or the rights hereunder only with the consent of the AOFM.

3. GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the law in force in the Australian Capital Territory.

4. ADDRESSES FOR NOTICES

Commonwealth of Australia

Name: Australian Office of Financial Management
Address: Treasury Building, Newlands Street, PARKES ACT 2600
Attention: Chief Executive Officer
E-mail address: ERM@aofm.gov.au

Panel Member

Name:
Address:
Attention:
E-mail address:

EXECUTED as a deed

Date:day of201.....

AOFM

Signed, sealed and delivered by the
Commonwealth of Australia, acting through
and represented by the Australian Office of
Financial Management in the presence of:

.....
Signature of witness

.....
Signature of authorised person

.....
Name of witness (print)

.....
Name of authorised person (print)

PANEL MEMBER

Signed by Panel Member in the presence of:

.....
Signature of witness

.....
Signature of first Director/Secretary

.....
Name of witness (print)

.....
Name of first Director/Secretary (print)

.....
Signature of witness

.....
Signature of second Director/Secretary

.....
Name of witness (print)

.....
Name of second Director/Secretary (print)

Signed under Company Seal (*if applicable*):

Alternatively for execution by Panel Member under power of attorney.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF

.....

By

.....

Name of Attorney

.....

Signature of Attorney

Attorney appointed by power of attorney
dated _____ and who
by executing this agreement states that the
attorney has received no notice of
revocation of the power of attorney.

.....

Signature of Witness

.....

Name of Witness