



**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

**[NAME OF PANEL MEMBER]**

**("PANEL MEMBER")**

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

This Agreement is made on [date].

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

**AND:**                [**NAME OF PANEL MEMBER**] ([**ABN**]) of [**address**] (“**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, Langton Crescent, PARKES ACT 2600  
Attention: Chief Executive Officer  
Facsimile No: (61 2) 6263 1222

### Panel Member

Name: [name of Panel Member]  
Address: [address for notices]  
Attention: [name of relevant contact person or position title]  
Facsimile No: [facsimile number for notices]

**EXECUTED** as a deed

Date:            day of                            201 .

**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*):

