

ATTACHMENT D (Sample contract for sponsorships above \$20,000 and up to and including \$100,000)

Dated: _____ 199

SPONSORSHIP CONTRACT

between

Australian Capital Territory
("the Territory")

and

**The person referred to in
Item One of the Schedule**
("the Sponsor")

ACT Government Solicitor
1st Floor, GIO House
250 City Walk
CANBERRA CITY ACT 2601
Telephone: 207 0666 Ref: C.Ho/92-2-130309

THIS AGREEMENT is made on the day of 199....

between: THE AUSTRALIAN CAPITAL TERRITORY SCHOOLS
AUTHORITY, a body politic established by Section 7 of the
Australian Capital Territory (Self-Government) Act 1989

(‘the Territory’)

and: THE PERSON referred to in Item One of the Schedule to this
Agreement (‘the Schedule’)

(‘the Sponsor’)

RECITALS:

The Sponsor undertakes the business referred to in Item Three of the Schedule and, at the request of the Territory, has agreed to provide the sponsorship set out in Item Four of the Schedule (‘the Sponsorship’) subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

- 1.1 The term of the Sponsorship shall be for the period set out in Item Four (c) of the Schedule unless otherwise extended or terminated in accordance with this Agreement.

[Optional clause:

- 1.2 *The parties may agree to extend the term of this Agreement for a further term or terms provided that the agreement to extend is in writing and is signed by both parties.]***

2. SPONSORSHIP FEE

- 2.1 In consideration of the grant of the sponsorship rights under this Agreement, the Sponsor shall pay and/or provide to the Territory for the term of this Agreement the sponsorship fee and/or products referred to in Item Four (b) of the Schedule (‘the Sponsorship Fee or Product’) at the times and in the manner referred to in that Item.
- 2.2 The Sponsorship Fee or Product shall be the entire amount payable or provided to the Territory under this Agreement.
- 2.3 The Territory shall only use the Sponsorship Fee or Product for the sponsored activity referred to in Item Four (a) of the Schedule (‘the Sponsored Activity’) in a manner consistent with the educational reasons referred to in Item Four (a) of the Schedule (‘the Educational Rationale’).
- 2.4 Should the Sponsorship Fee or Product not be fully used upon the Sponsored Activity, the Territory shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee or Product and shall comply with the Sponsor's directions concerning the use of that unused Sponsorship Fee or Product.

3. SPONSORSHIP RIGHTS

- 3.1 The Territory grants to the Sponsor the sponsorship rights set out in Item Five of the Schedule for the term of this Agreement.
- 3.2 In the event that the sponsorship rights in Item Five of the Schedule are described as exclusive, the Territory shall not grant any other sponsorship rights relating to the Sponsored Activity without first consulting the Sponsor.

[Optional clauses:

- (a) recognise and specify the Sponsor as its major Sponsor for the Sponsored Activity when such activity is undertaken***
- (b) not grant any other sponsorship rights relating to the Sponsored Activity which are prejudicial to the Sponsor's business interests or activities.]***

- 3.3 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under the sponsorship rights shall first be approved by the Territory in accordance with corporate sponsorship policy and guidelines of the Territory and such approval shall not be unreasonably withheld.
- 3.4 The Territory shall whenever the Sponsored Activity is publicised acknowledge the Sponsor's sponsorship in a format agreed to by both parties.

4. USE OF NAME AND/OR LOGO

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Territory in respect of the Sponsored Activity shall acknowledge the Sponsor's sponsorship in a manner agreed to by both parties.
- 4.2 Should any student object to the use of the Sponsor's name and/or logo on any part of that student's material or uniform the Sponsor agrees that that student may be exempted from the application of this clause 4.
- 4.3 The Territory shall immediately on the termination or expiration of this Agreement cease to use or otherwise refer to the Sponsor's name and/or logo.

[Optional clauses:

- 4.4 The Territory shall use the Sponsor's name and/or logo if appropriate in good faith and in such a manner as to enhance and promote the goodwill and reputation of the Sponsor.***
- 4.5 The Territory shall not use the Sponsor's name and/or logo in association with or in relation to any other activity which does or may be likely to adversely or detrimentally affect the goodwill and reputation of the Sponsor.]***

5. BREACH AND TERMINATION

- 5.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within 14 days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 5.2 The Territory may terminate the Agreement immediately if any of the following events occur:
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- (a) if the Sponsor is wound up, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor
 - (b) if the Sponsor's business operations or the business or activities of any associated company are contrary to any government policy of the Territory
 - (c) if the Government of the Territory determines that for what ever reason it should no longer use the Product or be associated with the Sponsor.
- 5.3 If this Agreement is terminated the Sponsor shall not be required to pay any unpaid instalments of the Sponsorship Fee or Product.
- 5.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

6. CONFIDENTIALITY

- 6.1 The Sponsor hereby acknowledges and agrees to keep confidential and not to disclose, duplicate, use or permit the use of any confidential or commercially sensitive information relating to the Territory of which the Sponsor may become aware.
- 6.2 The Sponsor hereby indemnifies the Territory from any costs, losses or expenses arising from any wrongful use, duplication or disclosure of any information relating to the Territory obtained pursuant to this Agreement.
- 6.3 The obligations set out in this clause 6 shall apply at all times during and after the termination or conclusion of the term of this Agreement.

[Optional clause:

- 6.4 The Sponsor shall at the termination or conclusion of the term of this Agreement return to the Territory all documents or material of any kind containing confidential or commercially sensitive information together with all copies of such material relating to the Sponsorship which are then in the Sponsor's possession or control.]***

[Optional clause: ACQUITTAL

Should the Sponsor so require the Territory shall within 3 months of the end of the term of the Agreement provide to the Sponsor a form of acquittal detailing, in a form acceptable to both parties, the amount of the Sponsorship Fee, the manner in which the Sponsorship Fee has been applied and attaching any relevant financial statements, accounts and receipts.]

7. NOTICES

- 7.1 Notices may be served on either party by delivering them by hand, prepaid registered post or facsimile to the other party at the address or facsimile number specified below or such alternative address or number notified in writing by that party to the other party from time to time:

The Territory - The address and facsimile number referred to in Item Six of the Schedule.

The Sponsor - The address and facsimile number referred to in Item Two of the Schedule.

- 7.2 A notice forwarded by facsimile shall be deemed to be received by the addressee when recorded on the transmission result report as being a complete transmission.

8. ASSIGNMENT AND VARIATION

- 8.1 Any variation to this Agreement shall only be valid if the variation is in writing and signed by both parties.
- 8.2 Neither party shall assign, transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

9. GENERAL

- 9.1 Words importing the singular include the plural and vice versa; words importing a gender shall include each other gender. A reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental authority.
- 9.2 This Agreement shall be construed and interpreted according to the laws of the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of that Territory.
- 9.3 Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of the prohibition or unenforceability and will not invalidate the remaining provisions of this Agreement.
- 9.4 It is understood and agreed that the only relationship between the parties shall be that of independent contractors and that no agency, employment, joint venture or partnership is created by the parties under this Agreement nor that the parties endorse the products or services of the other.
- 9.5 No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. Any waiver to be effective must be in writing and under seal.
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EXECUTED by the parties on the date first written above this Agreement.

Signed by)
)
)
for and on behalf of the)
AUSTRALIAN CAPITAL)
TERRITORY in the presence of:) _____

Witness

FOR CORPORATE SPONSOR

The Common Seal of)
)
)
was hereby affixed in accordance)
with its Articles of)
Association in the presence of:)

Secretary

Director

FOR INDIVIDUAL SPONSOR

Signed by)
)
)
in the presence of:) _____

Witness

SCHEDULE

1. **NAME OF SPONSOR:** (insert name of company and its ACN number or name of individual)

 2. **ADDRESS OF SPONSOR:** (if a corporate sponsor insert the address of its registered office and facsimile number).

 3. **DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES:**

 4. **DETAILS OF SPONSORSHIP:**
 - (a) Sponsored Activity
(brief description of sponsored activity)

Educational Rationale
(brief description of the educational rationale for the sponsored activity)
 - (b) Sponsorship Fee
(if money is payable insert details of amount and instalments, if any)

Sponsorship Product
(if goods are being supplied insert description of the goods)
 - (c) Term of Sponsorship
(date) to (date)

 5. **OUTLINE OF SPONSORSHIP RIGHTS**
(For example, use of School's, Directorate's or Government's name or logo by Sponsor, display or use of Sponsor's product or promotional material and whether or not the sponsorship rights are exclusive)

 6. **ADDRESS AND FACSIMILE NUMBER OF SCHOOL OR CENTRAL OFFICE UNIT**
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