

Sponsorship Agreement

[Name of Sponsored Activity]

Between

Hunter and Central Coast Development Corporation

and

[Organisation]

TABLE OF CONTENTS

Agreement Details

1. Agreement 4

2. Duration of the Agreement 4

3. HCCDC’s obligations – provision of sponsorship 4

4. Your obligations under this Agreement..... 5

5. Intellectual Property and Privacy..... 6

6. Indemnity..... 6

7. Confidentiality 6

8. Variation - making changes to the Agreement..... 7

9. Assignment 7

10. Breach of conditions - what happens if you do not comply with your obligations under this Agreement? 7

11. Termination of Agreement 8

12. Events following termination - what happens when the Agreement is terminated 8

13. Dispute resolution 9

14. Contact Persons 9

15. Notice..... 9

16. General 10

Schedules

Attachments

AGREEMENT DETAILS

HCCDC	Name: Hunter and Central Coast Development Corporation Address: 6 Stewart Avenue, Newcastle West NSW 2302 ABN: 64 688 782 063
Organisation receiving the Sponsorship Funding (You)	Name: Address: ABN:
Agreement End Date	
Activity Name	
Total Funding Amount by HCCDC (excl GST)	
In-Kind support provided by HCCDC	
HCCDC's contact person (clause 14)	Position Telephone Email
Your contact person (clause 14)	Name Position Telephone Email
HCCDC's Representative (clause 13)	Position Telephone Email
Your Representative (clause 13)	Name Position Telephone Email
Schedules	A. Activity Plan B. Sponsorship Benefits C. Publicity and Acknowledgement Requirements D. Milestone and Payment Schedule
Attachments	A. Format of Final Report
Special conditions	

HCCDC agrees to provide you support for the Activity described in Schedule A (**Activity**), and you accept the sponsorship on the terms and conditions of this Agreement.

GENERAL CONDITIONS

1. Agreement

1.1 This Agreement consists of:

- (a) General Conditions of this Agreement;
- (b) Agreement Details (on page 3);
- (c) Schedules; and
- (d) Attachments.

If there is an inconsistency between the parts in paragraphs (a) to (d) above, the part higher in the list will prevail.

2. Duration of the Agreement

2.1 This Agreement:

- (a) starts when both you and HCCDC sign the Agreement; and
- (b) ends on the End Date as stated in the Agreement Details (unless HCCDC ends the Agreement earlier). (**Sponsorship Period**)

3. HCCDC's obligations – provision of sponsorship

3.1 HCCDC will:

- (a) pay you the Total Funding Amount stated in the Agreement Details (**Sponsorship Funding**); and
- (b) provide you the In-Kind Support (if any) as set out in the Agreement Details.

3.2 HCCDC will pay you the Sponsorship Funding:

- (a) in instalments; and
- (b) in accordance with the Milestone and Payment Schedule.

3.3 For the instalments above, you must:

- (a) meet your obligations under this Agreement;
- (b) achieve all relevant milestones or performance measures for the relevant payment under the Milestone and Payment Schedule to HCCDC's satisfaction;
- (c) submit the relevant reports or any other documents required for each instalment under the Milestone and Payment Schedule to HCCDC's satisfaction; and
- (d) submit a correct tax invoice (including GST, if applicable).

3.4 HCCDC will pay you within 30 days of:

- (a) receiving a valid tax invoice; or
- (b) when HCCDC confirms all relevant documents (including reports) have been accepted as satisfactory,

whichever is later.

3.5 If GST is payable by you for the grant money, HCCDC will pay you an amount equal to the GST payable on receipt of tax invoice. All monetary amounts in this Agreement are exclusive of GST, unless otherwise noted.

4. Your obligations under this Agreement

Obligations in relation to the Activity

4.1 You will:

- (a) carry out the Activity in accordance with this Agreement (including the Activity Plan and Milestone and Payment Schedule);
- (b) use the Sponsorship Funds only for the Activity;
- (c) provide HCCDC with the Sponsorship Benefits at Schedule B; and
- (d) comply with the Acknowledgement and Publicity Requirements at Schedule C.

Compliance with law / HCCDC's reputation

4.2 You will:

- (a) comply with all laws and have all appropriate licences, permits and consents in place for the Activity;
- (b) not do anything that would cause HCCDC to breach its obligations under any law; and
- (c) not do anything that may cause embarrassment to or bring public disrepute to NSW Government, the relevant Minister, or HCCDC where HCCDC will be the sole arbiter in the matter.

Reporting obligations

4.3 You will submit a final report to HCCDC not more than one month after the Activity has been completed in the form at Attachment A to HCCDC's satisfaction.

Records and Inspection

4.4 You must maintain adequate financial and operational records:

- (a) throughout the Sponsorship Period; and
- (b) for 7 years after the Sponsorship Period.

4.5 You must make all records under this Agreement available to HCCDC for inspection or copying upon reasonable notice (at least 48 hours) during the Sponsorship Period and 7 years after that.

4.6 HCCDC may audit any aspect of the Activity or your compliance with the Agreement, at any time during the Sponsorship Period by giving reasonable notice where you must:

- (a) if required, grant reasonable access to your premises; and

- (b) promptly take any reasonable action required by HCCDC to rectify any error, non-compliance or inaccuracy identified in an audit.
- 4.7 HCCDC may inspect the site of the Activity at any time to check compliance with the Agreement.

5. Intellectual Property and Privacy

- 5.1 In this clause, Intellectual Property includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the date of this Agreement in Australia or elsewhere (**Intellectual Property**).
- 5.2 You warrant that in carrying out the Activity under this Agreement, you will not infringe any Intellectual Property rights.
- 5.3 Any Intellectual Property in all materials created by you for the purpose of the Activity (**Activity Material**) will be retained by you, or relevant third parties, as the case may be.
- 5.4 You grant, and will ensure third parties grant, to HCCDC, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use the Activity Material (including reproducing them, making them available to the public and adapting them for HCCDC's own purpose).
- 5.5 If requested by HCCDC, you will make the Activity Material available to the public under a Creative Commons Attribution 4.0 licence.
- 5.6 You must hold, or obtain, consents from all authors of the Activity Materials to your and HCCDC's use and adaptation, without restriction and without any requirement to attribute the Activity Materials to its authors.
- 5.7 If there are persons in the photos or videos you have submitted as part of your report, you warrant that you have their consent for HCCDC to publish the material on HCCDC's website or elsewhere. You will indemnify HCCDC for any claims relating to intellectual property or privacy in relation to these materials.

6. Indemnity

- 6.1 You must at all times indemnify, hold harmless and defend HCCDC and its officers, employees, agents and subcontractors ("those indemnified") from and against liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with:
- (a) any infringement or alleged infringement of any Intellectual Property arising from the activities of the Activity other than any Intellectual Property supplied by HCCDC; and
 - (b) any unlawful, wrongful, wilful or negligent act or omission of you or your officers, employees, agents, contractors and volunteers.

7. Confidentiality

- 7.1 In this clause, Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) between the parties for the Activity which:
- (a) is by its nature confidential;
 - (b) is designated, or marked, or stipulated as confidential; or
 - (c) you know or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement; or
- (e) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority. **(Confidential Information)**

7.2 The parties must keep any Confidential Information in confidence and not disclose it to any person without the other party's prior written consent (subject to clauses 7.3 and 7.4 below).

7.3 The parties may disclose Confidential Information to the party's personnel and legal and professional advisors provided the parties ensure that they:

- (a) keep the Confidential Information confidential; and
- (b) do not use the Confidential Information except for the purposes of this Agreement.

7.4 HCCDC may disclose your Confidential Information:

- (a) to the Minister of the Crown; the House of the Parliament of New South Wales; a NSW Government agency if requested to do so, or where it is reasonably necessary to do so for exercising public official functions;
- (b) to a third party for the purpose of evaluating the Activity; or
- (c) if it is authorised or required by law to disclose them.

7.5 Both parties will comply with their obligations under the *Privacy and Personal Information Protection Act 1998 (NSW)*.

8. Variation - making changes to the Agreement

8.1 You must seek prior written approval from HCCDC to vary the Activity, including any milestones or other matters set out in the schedules to this Agreement.

8.2 HCCDC may require additional information or impose certain conditions for the variation.

9. Assignment

9.1 You must not assign or transfer any or all rights under the Agreement without the prior written consent of HCCDC.

10. Breach of conditions - what happens if you do not comply with your obligations under this Agreement?

10.1 HCCDC may:

- (a) not pay you further instalments;
 - (b) reduce the amount payable to you;
 - (c) terminate this Agreement; or
 - (d) reclaim any Sponsorship Funding back from you,
- if in HCCDC's reasonable opinion, you are:
- (e) not progressing the Activity in a diligent or competent manner;
 - (f) not progressing the Activity in accordance with the Activity Plan; or
 - (g) in breach of any terms or conditions of this Agreement.

10.2 If you:

- (a) breach any of your obligations under this Agreement; or
- (b) are not progressing the Activity in accordance with the Activity Plan or the Milestone and Payment Schedule,

HCCDC may give written notice to you to rectify the breach or to carry out the Activity in accordance with the Activity Plan and the Milestone and Payment Schedule by a specified period.

- 10.3 HCCDC may suspend or withhold any payments under this Agreement or part thereof until you have taken action to comply with a request under clause 10.2.

11. Termination of Agreement

- 11.1 HCCDC may terminate this Agreement by giving 20 day's written notice to you if:
- (a) you are not, in HCCDC's opinion, carrying out your activities with competence and diligence or in conformity with the Activity Plan; or
 - (b) HCCDC considers the Activity is no longer viable or will no longer achieve its objectives.
- 11.2 HCCDC may terminate the Agreement immediately by giving written notice to you if:
- (a) you breach a term of this Agreement in a manner that, in HCCDC's opinion, is not capable of remedy;
 - (b) you fail to comply with a notice from HCCDC (issued under clause 10.2) to remedy the breach or carry out the Activity within the period for remedy specified in that notice;
 - (c) you at any time provide misleading or false information;
 - (d) there has been a material change in the circumstances of your financial position, structure or identity including:
 - (i) being a company, go into liquidation;
 - (ii) being a non-profit company, cease to retain your non-profit status; or
 - (iii) being an organisation, cease to operate; or
 - (e) the Activity is cancelled.
- 11.3 HCCDC may terminate this Agreement for its convenience, at any time and for any reason by giving a written notice to you.

12. Events following termination - what happens when the Agreement is terminated

- 12.1 If the Agreement is terminated under clauses 11.1 and 11.2:
- (a) you must not spend any further Sponsorship Funding nor commit any such monies for expenditure;
 - (b) you must, within 30 days repay to HCCDC all Sponsorship Funding which has not been spent or irrevocably committed for expenditure (at the time you receive the written notice of the termination);
 - (c) you will not be entitled to any further payments under this Agreement even though you could have been paid less than the amount specified in this Agreement;
 - (d) HCCDC may take steps to recover the whole or any part of the funding, including those parts already spent; and
 - (e) there will be no prejudice to any of HCCDC's accrued rights of remedies under this Agreement.

- 12.2 Clauses 4 (Records and inspection), 5 (Intellectual Property and Privacy), 6 (Indemnity), 7 (Confidentiality) and this clause 12 (Events following termination) and any other provision of this Agreement which by its nature should survive termination will survive termination, expiry or repudiation of this Agreement.

13. Dispute resolution

- 13.1 Both you and HCCDC (as parties to this Agreement) must attempt to settle any dispute in relation to this Agreement in accordance with this clause 13 before resorting to court proceedings or other dispute resolution process:
- (a) A party claiming that a dispute has arisen must give written notice of the dispute to the other party. The written notice should state what the dispute is and what is required for the dispute to be resolved. The Representatives (as named in the Agreement Details) will meet in good faith within 14 days after the dispute notice is delivered to resolve the dispute or difference.
 - (b) If the dispute is not resolved following the meeting between the Representatives or within such further period the parties agree in writing, then the dispute is to be referred to the Australian Disputes Centre (**ADC**) for mediation.
 - (c) The mediation will be conducted in accordance with the ADC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
 - (d) If the dispute is not settled within 28 days (or such other period agreed in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for the resolution of the dispute.
- 13.2 The parties must continue performing their obligations under this Agreement while the dispute is being resolved, to the extent practicable to do so.
- 13.3 Nothing in this clause 13 will prevent either party from seeking urgent relief from the courts.

14. Contact Persons

- 14.1 The Agreement Details contain details of the contact persons for each party. These contact persons will be responsible for communications under this Agreement on behalf of their respective parties.
- 14.2 Parties may replace their contact persons, and if they do this they must notify the other party within 7 days of any change.
- 14.3 The contact persons are authorised to act as the agents of the parties in exercising their rights and discretions under this Agreement.

15. Notice

- 15.1 A notice, consent or other communication under this Agreement is only effective if it is emailed from a party's contact person to the other party's contact person.
- 15.2 If a party receives an email:
- (a) after 5.00pm; or
 - (b) on a day which is not a Business Day,
- it will be deemed the party received the email on the next Business Day.

16. General

Entire Agreement

16.1 This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

Non-waiver

16.2 Unless a party has expressly waived its rights under this Agreement in writing:

- (a) none of the provisions of this Agreement will be taken (either at law or in equity) to have been varied, waived, discharged or released by either party; and
- (b) no other conduct (including not exercising a right) will operate as a waiver of the right.

Conflict of interest

16.3 You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. You will notify HCCDC, in writing, immediately upon becoming aware of a conflict of interest and agree to comply with any reasonable directions of HCCDC to appropriately manage the conflict of interest, within the time frame stipulated by HCCDC in writing.

Severability

16.4 If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

Relationship

16.5 Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties and:

- (a) you will not hold yourself out to be an employee, partner, agent or representative of HCCDC; and
- (b) all work you performed and all contracts you made are performed and made by you as principal and not as HCCDC's agent and you act solely on your own account in all dealings.

Governing law and jurisdiction

16.6 This Agreement is governed by the laws in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

Special conditions

16.7 If there are special conditions for this Agreement, you must comply with all of the special conditions.

A. SCHEDULES

Schedule A - Activity Plan

[This should set out what the organisation would be doing. It should also include timeframes and any performance measures / intended outcomes for each of the activities (if applicable).]

[example only]

- a) Description of the Activity:
Leading Partner (sponsor) of <<name of activity>> at <<location>> <<date>>.
- b) Objectives of the Activity and how they will be achieved

Example:

<<The symposium will provide:

- an international platform for airing and contesting leading contemporary thought in urban and regional planning and development
- a showcase for Greater Newcastle's experience and potential on its journey to becoming a global 'second city'
- a chance to explore aspects of the important city-region nexus of economic flows, and travel for work and recreation
- a forum for analysing, debating and informing thinking on the evolution of second cities toward a state characterised by resilience, sustainability and liveability
- a forum to explore innovation and disruption in urban design, city and regional planning, economic development, technology development, health, education, innovation, liveability and wellbeing.>>

- c) Timeframe of the Activity

<<insert date>> (eg 29 October 2018 - 31 October 2018)

- d) Location of the Activity

<<insert location>>

Schedule B – Sponsorship Benefits

You will provide the following benefits to HCCDC:

- (a) XXXX
- (b) XXXX
- (c) XXXX
- (d) XXXX
- (e) XXXX
- (f) XXXX
- (g) XXXX
- (h) XXXX
- (i) XXXX

Schedule C - Acknowledgement and Publicity Requirements

[example only]

- 16.1 You must acknowledge HCCDC as a sponsor of the Activity by:
- (a) acknowledging HCCDC as a leading partner in session introductions and at networking events;
 - (b) providing an opportunity for a tailored announcement of HCCDC’s support and involvement in the symposium;
 - (c) stating *‘This activity has been supported by the New South Wales Government through the Hunter and Central Coast Development Corporation.’* on all publications, promotional material and signage relating to this Activity; and
 - (d) using the NSW Government logo and HCCDC agency logo (both in colour) available on <https://communications.dpc.nsw.gov.au/assets/dpc-nsw-gov-au/files/Communications-and-Engagement/0c7b202631/NSW-Government-Brand-Guidelines.pdf> in all materials above and comply with the HCCDC Brand Guide available at [insert website].
- 16.2 You must provide HCCDC with at least 30 business days’ notice of any proposed announcements, launches or public events relating to the Activity, and provide an opportunity for HCCDC’s representative to attend and speak at the launch or event.
- 16.3 HCCDC may, in its sole discretion, issue public communications on the provision of the Sponsorship Funding to you and the progress of the Activity. Where practicable to do so, HCCDC will give notice of such communications and their content to you.
- 16.4 If HCCDC determines that the Activity (or any part of it) is not consistent with the purposes for which you were sponsored, and HCCDC gives you written notice of this, you must promptly remove HCCDC’s acknowledgement and logo from all programs, promotional material and other printed or electronic material and publications relating to the Activity.

Schedule D - Milestone and Payment Schedule

[The below has been provided as an example of what might be included as milestones for payment. The required format and contents of the report will also be attached to the Agreement as an attachment.]

Milestone	Activity /Performance measure	Supporting Documents (evidence of milestones achieved)	Due date (Milestone Date)	Payment amount (excl. GST)
1	Signing of the Agreement.	<ul style="list-style-type: none"> • Tax invoice • Signed Agreement • Any document required as a Special Condition • Activity measures table completed ... 	XX Month 20XX	\$XX,XXX (25%)
2		<ul style="list-style-type: none"> • Tax invoice • report covering the period x-y to HCCDC's satisfaction • A financial report showing expenditures between period x-y ... 	XX Month 20XX	\$XX,XXX (25%)
3		<ul style="list-style-type: none"> • Tax invoice • report covering the period x-y to HCCDC's satisfaction • A financial report showing expenditures between period x-y ... 	XX Month 20XX	\$XX,XXX (25%)
4	Activity Completion Final Report	<ul style="list-style-type: none"> • Tax invoice • Final report in the format in the Attachment • Final financial report with independent certification • Copies of tax invoices/quotes for all main service providers, suppliers, contractors and major items of plant and equipment • Documentation supporting completion of Activity (e.g. photos, videos) 	XX Month 20XX	\$XX,XXX (25%)
Total Funding				

Attachment – Format of the Final Report

[example only]

Sponsorship recipient	
Sponsorship activity	
Sponsorship activity start date	
Sponsorship activity end date	
Sponsorship activity location	
Sponsorship amount	
Objective of the sponsorship	
Sponsorship deliverables – describe how they aligned with HCCDC’s strategic objectives.	
Approximate number of people who attended the activity/event or the activity/event reached.	
Details of how the sponsored activity helped HCCDC achieve its strategic goals - promotion of HCCDC / NSW Government as a leader, partner and protector for community and environment.	
Details of how HCCDC / NSW Government was acknowledged as part of its sponsorship support. Please attach samples of media and social media coverage and any promotional collateral produced.	
Details of any other non-monetary opportunities that arose during the period of the sponsorship	

that extended the reach and visibility of the HCCDC brand e.g. in-kind support and cross-promotion.	
Details of improvement opportunities if the sponsor was to apply for sponsorship support from HCCDC in the future.	