**Attachment B – For sponsorships between $25,000 and $100,000**

**SPONSORSHIP AGREEMENT**

|  |  |
| --- | --- |
| Date | **/ /**  (Day) (Month) (Year) |
| Parties | **CANBERRA INSTITUTE OF TECHNOLOGY**  **AND** |
|  | **Insert full name of Organisation including ACN if a company or ABN** |
| Sponsorship Name | **Insert Name for Sponsorship** |
| Agreement Number | **Insert Agreement Number** |

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**PARTIES: CANBERRA INSTITUTE OF TECHNOLOGY** the body corporate established by section 5 of the Canberra Institute of Technology Act 1987 (ACT) (**CIT**).

And

**Insert name of Organisation, ABN or ACN if no ABN** of Registered Business Address insert address (**Sponsor**).

**INTRODUCTION**

1. The Sponsor has agreed to provide the Sponsorship and CIT has agreed to provide Sponsorship Rights in accordance with the provisions of this Agreement.

**IT IS AGREED** by the Parties as follows.

1. **Definitions and Interpretation**
   1. **Definitions**

The following definitions apply in this Agreement, unless the context otherwise requires.

|  |  |
| --- | --- |
| **Business Day** | means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the Territory. |
| **Commencement Date** | means the date specified in **Item 2** of **Schedule 1.** |
| **Completion Date** | means the date specified in **Item 3** of **Schedule 1**. |
| **Confidential Information** | the kind of information that:   1. which is by its nature confidential; 2. which might otherwise reasonably be regarded by a Party as confidential; 3. is personal information; 4. is technical or commercial information; 5. disclosure of which could prejudice the registration, exploitation or value of any IPR;   but does not include information that:   1. is in the public domain, or comes into the public domain, other than as a result of a breach of this Agreement; or 2. is rightfully known by the disclosing Party and is not subject to an obligation of confidentiality before the date of receipt; or 3. has been independently developed or acquired by the receiving Party. |
| **Contract Officers** | in relation to each party, the representatives whose names and contact details are specified in **Item 1** of **Schedule 1**, or as notified from time to time by one party to the other. |
| **GST** | has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth). |
| **Information Privacy Act** | the *Information Privacy Act 2014* (ACT). |
| **Intellectual Property Rights** | or **IPR** means copyright, trade mark, design, patent, semiconductor or circuit layout rights. |
| **Invoice** | an invoice that:   1. if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); 2. clearly sets out details of the Funding provided and of the amount that is due for payment, is correctly calculated; 3. is accompanied by any other details or reports required under this Agreement; and 4. is rendered at the times specified in **Schedule 1** (if any). |
| **Personnel** | means the officers, employees, agents and subcontractors of a Party. |
| **Personal Information** | is personal information as defined in section 8 of the *Information Privacy Act*, namely, information or an opinion about an identified individual or an individual who is reasonably identifiable:   1. whether the information is true or not; and 2. whether the information or opinion is recorded in a material form or not,   but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT)) about the individual. |
| **Sponsorship** | means the sponsorship specified in or calculated in accordance with **Schedule 1**. |
| **Sponsorship Activity** | means the sponsorship activity which is funded wholly or partly by the Sponsor and specified in **Item 5** of **Schedule 1**. |
| **Sponsorship Fee/Product** | means the fee or product set out in **Item 4** of **Schedule 1**. |
| **Sponsorship Material** | means all material to be produced, published, broadcast or displayed by the Sponsor pursuant to the Sponsorship Rights, including logos, trademarks, advertising and promotional material, and signage. |
| **Sponsorship Rights** | means the rights set out in **Item 6** of **Schedule 1.** |
| **Territory** | when used:   1. in a geographical sense, the Australian Capital Territory; and 2. in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth). |
| **TPPs** | the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the *Information Privacy Act*. |
| **TPP Code** | a code of practice about information privacy which, having regard to section 21(1) and (3) of the *Information Privacy Act*, binds an agency that engages the Sponsor in the provision of Services. |

* 1. **Interpretation**

In this Agreement, unless a contrary intention is expressed:

* 1. references to a Party includes the Party’s executors, any employees, agents, subcontractors, administrators, successors and permitted assigns;
  2. references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
  3. words in the singular include the plural and vice versa;
  4. headings are for convenience only and do not affect the construction or interpretation of this Agreement;
  5. an obligation imposed on more than one person binds them jointly and severally;
  6. the word “include” and any derivation is not to be construed as a word of limitation;
  7. if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
  8. any money is in Australian dollars.

1. **Term**

This Agreement will commence on the Commencement Date and will continue until the Completion Date, unless terminated under the provisions of this Agreement.

1. **Sponsorship**
   1. **Provision of Sponsorship**

In consideration of the grant of the Sponsorship Rights, the Sponsor must provide to CIT the Sponsorship in the manner specified in **Schedule 1**.

* 1. **Use of Sponsorship**

CIT must only use the Sponsorship for the Sponsored Activity.

* 1. **Sponsorship Rights**
     1. In consideration of the provision of the Sponsorship, CIT grants to the Sponsor the Sponsorship Rights set out in **Item 6** of **Schedule 1** for the Term of this Agreement.
     2. All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under the Sponsorship Rights shall first be approved by CIT in accordance with corporate sponsorship policy and guidelines of CIT and such approval shall not be unreasonably withheld.
     3. CIT shall whenever the Sponsored Activity is publicised acknowledge the Sponsor's sponsorship in a format agreed to by both parties
  2. **Sponsorship Material**

The Sponsor must ensure that the Sponsorship Material complies with CIT’s reasonable requirements and must not display Sponsorship Material without CIT’s prior written approval.

* 1. **Provision of Sponsorship Material**

The Sponsor must provide CIT with such copies of the Sponsorship Material as CIT may reasonably require complying with the provisions of this Agreement.

* 1. **Licence for Sponsorship Material**

The Sponsor grants CIT a royalty-free, non-exclusive licence to use the Sponsorship Material for the Term, and for the purposes of complying with the provisions of this Agreement.

* 1. **Use of Name and/or Logo** 
     1. All advertising and promotional material produced, published, broadcast, displayed or exhibited by CIT in respect of the Sponsored Activity shall acknowledge the Sponsor's sponsorship in a manner agreed to by both parties.
     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 3.7.
     3. CIT shall immediately on the termination or expiration of this Agreement cease to use or otherwise refer to the Sponsor’s name and/or logo.
     4. CIT 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.

1. **Ownership and Use of Material**
   1. **Third party rights**

The Sponsor must ensure:

1. the use of any Sponsorship Material will not infringe the intellectual property rights of any third party; and
2. no fees, royalties or other payments are payable in respect of any third-party rights as a result of CITs (or its agents’) use of any Sponsorship Material.
   1. **Moral rights**

Both Parties must, in relation to the authors of any work that comprises or forms part of the Sponsorship Material:

1. use its best endeavours to include in the Sponsorship Material an attribution of those authors; and
2. procure from those authors their genuine written consent for CIT to:
3. attribute the authorship of the work to CIT or a third party where that attribution was inadvertent;
4. not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public); and/or
5. materially alter the work in any way.
   1. **Safekeeping and Preservation of Material**

The Sponsor must ensure the safe-keeping and proper preservation of Sponsorship Material and CIT Material in its possession or control and deliver to CIT all Sponsorship Material and CIT Material on the expiration or termination of this Agreement (other than copies of material that CIT has authorised the Sponsor to retain).

1. **Payment of Sponsorship**
   1. In consideration of the grant of the Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to CIT for the term of this Agreement the Sponsorship Fee and/or products referred to in **Item 4** of **Schedule 1** at the times and in the manner referred to in that Item.
   2. The Sponsorship Fee or Product shall be the entire amount payable or provided to CIT under this Agreement.
   3. CIT shall only use the Sponsorship Fee or Product for the sponsored activity referred to in **Item 5** of **Schedule 1** in a manner consistent with the educational reasons referred to in **Item 7** of **Schedule 1**.
   4. Should the Sponsorship Fee or Product not be fully used upon the Sponsored Activity, CIT 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.
2. **Record Keeping**

CIT agrees to maintain records of the performance of the Sponsorship Activity and the expenditure of the Sponsorship in accordance with the *Territory Records Act 2002* and to make them available to the Sponsor on request.

1. **Confidentiality**
   1. Each Party acknowledges that Confidential Information may be disclosed to it by the other Party under this Agreement.
   2. Except as stated in this Agreement, each Party must not and must not permit any of its Personnel to use or to disclose to any person any Confidential Information disclosed to it by the other Party under this Agreement without the prior written consent of that other Party.
   3. Upon request, each Party must promptly return or destroy any or all copies of Confidential Information disclosed to it by the other Party under this Agreement.
2. **Insurance and Indemnity**

Each Party must affect and maintain for the Term all insurance coverage required to be affected by it by law and provide a copy of the certificates of currency for the policies upon request by the other Party.

1. **Dispute Resolution**
   1. If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
   2. Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.
   3. A Party must not commence proceedings (other than for interlocutory or other urgent relief) about a dispute unless this **clause 11** has been complied with and the dispute has not been resolved within 45 Business Days (or such longer period as may be agreed).
2. **Termination**
   1. This Agreement may be terminated by either Party at any time during the Term by giving the other Party seven Business Days’ Notice.
   2. After expiry or termination of this Agreement:
3. the Sponsor must (upon request by CIT) return any CIT or Sponsorship Material in the Sponsor’s possession or control to CIT;
4. the accrued rights or remedies of either Party are not affected; and
5. **Clauses 9**, **10** and **11** survive expiry or termination of this Agreement.
6. **Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

1. if delivered by hand, on delivery;
2. if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
3. if sent by facsimile, on the sender’s facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient’s address; or
4. if sent by electronic mail, on whichever of the following occurs first:
5. the other party’s acknowledgement of receipt by any means;
6. the sender’s electronic mail device recording that the electronic mail has been successfully transmitted to the recipient’s address; or
7. the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

1. **Variation**

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

1. **General**
   1. Each Party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
   2. Each party will:
2. Fully cooperate with each other to ensure timely progress and fulfilment of this Agreement; and
3. Act reasonably and in good faith with respect to matters that relate to this Agreement.
   1. Nothing in this Agreement constitutes the Sponsor, or its employees, agents or subcontractors as employees, partners or agents of CIT or creates any employment, partnership or agency for any purpose and the Sponsor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of CIT.
   2. A Party must not assign or novate any rights or obligations under this Agreement, without the written consent of the other Party.
   3. Waiver of any power or right under this Agreement must be in writing and is effective only for the specific instance and purpose for which it is given.
   4. Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.
   5. This Agreement:
4. comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements;
5. is governed and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory; and
6. may only be amended in writing signed by both Parties.

# **SCHEDULE 1**

|  |  |  |
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| **Item 1.** | **Contract Officers** | **For CIT:**  Insert Name  Insert Position  Canberra Institute of Technology  Insert campus address  SUBURB STATE POST CODE  Ph: Insert Phone No.  Email: Insert Email  **For the Sponsor:**  Insert Name  Insert Position  Sponsor  Insert Address  SUBURB STATE POST CODE  Ph: Insert Phone No.  Email: Insert Email |
| **Item 2.** | **Commencement Date** | InsertCommencementDate |
| **Item 3.** | **Completion Date** | Insert Completion Date |
| **Item 4.** | **Sponsorship Fee/Product** | * + - 1. The total Sponsorship amount is $[INSERT] (GST inclusive).   And/Or   * + - 1. Details of the products to be provided.       2. Except if otherwise stated in this Agreement, the Sponsorship is:  1. payable within 30 days of receipt by the Sponsor of an Invoice; and 2. inclusive of GST and all other taxes, duties and charges. |
| **Item 5.** | **Sponsorship Activity** | Insert details of activity or event to be sponsored |
| **Item 6.** | **Sponsorship Rights** | Insert details of Sponsorship Rights to be granted by CIT to the Sponsor  For example, use of CITs name or logo by Sponsor, display or use of Sponsor's product or promotional material and whether or not the sponsorship rights are exclusive |
| **Item 7.** | **Educational Rational** | Insert a brief description of the educational rational for the Sponsorship Activity |

**DATE** **OF THIS AGREEMENT……………………………………………………………………………………**

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of the  **CANBERRA INSTITUTE OF TECHNOLOGY**  in the presence of:  …………………………………………….  Signature of witness  …………………………………………….  Print name | )  )  ) | ……………………………………….  Signature of CIT delegate  ……………………………………….  Print name |
| **SIGNED** by or for and on behalf of  **Insert Sponsor Name**  **ABN Insert ABN or ACN**  in the presence of:  ………………………………………….…  Signature of director/ secretary/ witness  …………………………………………….  Print name | )  )  ) | ……………………………………….  Signature of director/ authorised officer/ individual  ……………………………………….  Print name  ……………………………………….  Signature of second authorised officer  ……………………………………….  Print name  Affix common seal  if required under constitution |

**Note**:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor’s constitution.

Individual: Must be signed by the individual Contractor and witnessed.

Incorporated Association: Must be signed in accordance with the Contractor’s constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.