<Addressee>  
<Role>  
<Entity name including ABN>  
<Postal Address Line 1>  
<Postal Address Line 2>

Dear <Addressee>,

**Agreement for advertising in Department publication**

[**Note for deletion prior to issue:** This template supports the implementation of the Commercial Arrangements, Sponsorships and Donations policy and procedures. It is designed for agreements to advertise in publications which may be published online or in a hardcopy. This template should not be used for agreements for physical advertising on school premises (eg school fences) or for sponsorship of events or activities. Please contact Business Engagement and Development if you are unsure if this is the right template to use or if changes are proposed to the terms and conditions.]

This letter sets out the terms and conditions under which the State of New South Wales by its Department of Education as represented by its *<replace with name of school/business unit/directorate>* ABN *<insert school ABN or use ABN 40 300 173 822>* (the **Department**, **us** or **we**) agrees to an advertisement being placed as set out in the Schedule.

Your details

*<Insert name of advertiser’s legal entity>* ACN/ABN *<XXX XXX XXX>* (**Advertiser** or **you**)

| Address |
| --- |
| *<Replace with Advertiser registered address and postal address>* |

|  |  |  |
| --- | --- | --- |
| Contact | **Email** | **Phone** |
| *<Name, position>* | *<Email address>* | *<Phone>* |

Department contact details

|  |  |  |
| --- | --- | --- |
| Contact | **Email** | **Phone** |
| *<Name, position, school/ business unit/directorate>* | *<Email address>* | *<Phone>* |

Acceptance of these terms and conditions

By signing this letter, you confirm that you agree to be bound by the terms and conditions of this agreement.

If you have any queries, please contact <insert contact name>, on <insert number or email address>.

**Signed** for and on behalf of**Department of Education by its**<insert school name/business unit/directorate >by its authorised representative

*<insert name>*Authorised representativeDate:

Advertiser acceptance of terms and conditions

Signed for and on behalf of:

<*Insert legal entity of Advertiser*> ABN <*insert ABN#*>

|  |  |
| --- | --- |
| Signature of witness | Signature of authorised person |
| Name of witness (print) | Name of authorised person (print) |
| Date (print) | Date (print) |

Schedule

Item 1 – Advertisement placement details

| Department publication | *<insert description of the physical or digital publication in which the advertisement will be placed eg online school newsletter, printed school newsletter, school yearbook, school event program (eg awards night)>* |
| --- | --- |
| Number and timing of placements | *< insert number of releases and timing (e.g. 2 newsletters in Term 1) or description of how long the advertisement will be public>* |
| Format limitations | *<insert any limitations on size of advertisement that may be placed. For example size of page, portion of page, number of words and whether images can/cannot be included>* |
| Other requirements | *<Insert any school specific requirements for the advertisement>* |

Item 2 – Proposed Advertisement

| Proposed text and/or advertising artwork  To be clear, the Department may include disclaimers in its publication to indicate that the advertisement is a paid advertisement, and that the Department does not endorse any product, service or organisation described in the advertisement. | *<Insert proposed text or artwork if it is available. Otherwise complete as “To be provided for evaluation in accordance with timing below”>* |
| --- | --- |
| Date for final submission of proposed advertisement text | *<insert lead time required if proposed text and/or artwork not able to be provided e.g. 2 weeks before publication>* |

Item 3 – Tax invoice requirements

|  |
| --- |
| <*insert details of how tax invoice should be addressed and when it may be issued>* |

Item 4 – Fees

|  |  |
| --- | --- |
| Fees  (ex. GST) | Payment due |
| <*insert details here*> | <*insert date*> |
|  |  |

Terms and Conditions

1. Placement of advertisement
   1. (**Submission of proposed advertisement**)If the proposed advertisement is not already set out in Item 2 of the Schedule,you must provide the proposed advertisement (**Proposed Advertisement**) by the date specified in that item (or such other date as reasonably notified by the Department). The Proposed Advertisement must comply with requirements set out in the Schedule, the Department’s policies and any requirements reasonably notified by us.
   2. (**Final approval**) The Department will evaluate the Proposed Advertisement to determine if it complies with necessary requirements. The Department will have discretion as to the final form of the advertisement and its placement within the Department publication.
   3. (**Non-publication**)We may in our absolute discretion not publish or remove any already published advertisement in the Department publication.
   4. (**Department can include disclaimers**) We may include disclaimers as required to comply with Department policies. These may include disclaimers to indicate that the advertisement is a paid advertisement, and that the Department does not endorse any product, service or organisation described in the advertisement.
   5. (**You are responsible for advertisement**) You represent and warrant that no third party will make any claim against the Department arising out of or in connection with publishing the advertisement.
2. Department policies
   1. (**Compliance with policies**) You will comply with all relevant policies and guidelines of the Department as identified at: https://education.nsw.gov.au/policy-library and as amended from time to time. This includes policies and guidelines relating to:
      1. Commercial Arrangements, Sponsorship and Donations; and
      2. Code of Conduct.
   2. (**Conflict of interest**) You warrant that, to the best of your knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of your obligations under this agreement. If an actual, perceived or potential conflict arises, you will immediately notify the Department, in writing, fully detailing the conflict. The Department, through its contact, will then determine how to deal with the conflict. You must comply with our directions in dealing with the conflict.
3. Payment
   1. (**Invoice and payment**) We will issue an invoice for payment in advance of any advertisement being published in accordance with Item 3 of the Schedule. Payment must be made by the payment date specified in Item 4 of the Schedule. If the invoice is not paid by this date the Department may not publish the advertisement.
   2. (**Refund** **in the event of non-publication**) If the Department does not publish an advertisement that has been paid for, the parties may in good faith negotiate an alternative benefit of equal value provided that benefit complies with Department policies. If an alternative benefit cannot be agreed, the Department will refund the amount paid for that advertisement.
   3. (**GST and taxes**) All amounts stated in this agreement are exclusive of GST, unless stated otherwise. If GST is imposed on any supply, the recipient of the supply must pay the supplier any GST on the supply after it receives a valid tax invoice.