**Outgoing Sponsorship Agreement**

Parties

Department

State of New South Wales by its Department of Education as represented by *<replace with name of school/unit/directorate>* (the **Department**)*.*

ABN *40 300 173 822*

| Address |
| --- |
| *<Replace with relevant postal address>* |

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

Sponsored organisation

*<Insert name of outgoing sponsorship recipient’s legal entity>* (**Sponsorship recipient**)

ABN <XXX XXX XXX>

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

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

|  |
| --- |
| This Outgoing Sponsorship Agreement is subject to:   * Commercial Arrangements, Sponsorship and Donations Policy (<https://education.nsw.gov.au/policy-library/policies/pd-2009-0399>) * Commercial Arrangements, Sponsorship and Donations procedures (<https://education.nsw.gov.au/content/dam/main-education/policy-library/associated-documents/pd-2009-0399-01.pdf>)   By signing this Agreement, the **Sponsorship recipient** confirms it has read each of the above. |

Schedule

Item 1 – Sponsored Project

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| **Summary**  *<Replace with a summary of the project/activities to which the sponsorship arrangement relates, e.g. cultural or community event, conference, scholarship, award, research, publication, description of activity, name of fundraising activity, etc.>*  **Objectives**  *<****Sponsorship Recipient*** *to briefly outline the vision/strategy/objectives of the Sponsored Project>*  *<****Department*** *to list strategic objectives that align with the Sponsored Project>*  **Evaluation Criteria / Proposed measures of success**  *<****Sponsorship Recipient*** *to indicate how the Sponsored Project will be evaluated**and the ways it will measure and report on the success of the sponsored project’s/activities’ objectives>*  *<If more space is required, full details can be provided at Appendix A. The box will auto expand as you enter content.>*  [As further described in Appendix A.] *<Delete if not required>*  **Return on investment**  *<****Sponsorship Recipient*** *to indicate any return on investment the Department can derive from its sponsorship of the Sponsored Project in addition to the value of the Sponsor Benefits>  <Delete if not required>* |

Item 2 – Term of Sponsorship

| Start date | *<insert date>* | End date | *<insert date>* |
| --- | --- | --- | --- |

Item 3 – Sponsorship Contribution and Payment

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Description | Value  (ex. GST) | Tax invoice |
| Cash | Cash sponsorship  *<for multi-year agreements, set out the price payable each year of the agreement>* | *<insert details here>* | Sponsorship recipient to issue the Department with a tax invoice unless otherwise negotiated. |
| Goods and Services  (Value-in-kind) | *<insert details of in kind goods and services, provide a monetary value of the goods and services provided (ex. GST) by the Department based on reasonable market value>*  *<for multi-year agreements, set out the quantity of goods and/or services that will be provided each year of the agreement>* | *<insert details here>* | *n/a* |

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| *<If more space is required, full details to be provided at Appendix B. The box will auto expand as you enter content.>*  [As further described in Appendix B.] *<Delete if not required>* |

Item 4 – Sponsor Benefits

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| --- |
| The **Sponsorship recipient** will provide the Department with:  *<Replace with the benefits that the* ***Sponsorship recipient*** *will provide the* ***Department****. Include all required details – e.g. acknowledgements (where, when, how often), number of invitations or tickets to events, logo placement, brochure distribution, stands/stalls, etc.>*  *<If more space is required, full details to be provided at Appendix C. The box will auto expand as you enter content.>*  [As further described in Appendix C.] *<Delete if not required>* |

Item 5 – Special Conditions

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| --- |
| **Excluded benefits**   * In accordance with its [Commercial Arrangements, Sponsorship and Donations policy](https://education.nsw.gov.au/policy-library/policies/pd-2009-0399) and [implementation procedures](https://education.nsw.gov.au/content/dam/main-education/policy-library/associated-documents/pd-2009-0399-01.pdf) the **Department** will not endorse the sponsorship recipient’s organisation, products or services or allow it to use the agency logo outside of the terms of the sponsorship agreement. The **Sponsorship recipient** must not claim or imply any endorsement of its products or services by the Department as a result of this sponsorship. * *<list any other benefits that the department will expressly exclude in all situations>*   **Evaluation**   * The **Sponsorship recipient** agrees to evaluate the Sponsored Project against the evaluation criteria / proposed measures of success outlined in **Item 1 - Sponsored Project** and deliver the data and findings to the Department in a **Sponsorship Report** not later than one month after the Term of Sponsorship end date indicated in this agreement.   **Reporting**   * The **Sponsorship recipient** agrees to report to the Department in the format and frequency specified in this agreement *<insert reporting format and frequency information here>* |

Background

* 1. The Department is committed to meeting education needs for the State of New South Wales and supports specific programs to achieve this goal, including the Project described in Item 1.
  2. The Department wishes to work with the **Sponsorship recipient** on the Project in accordance with the terms and conditions of this Agreement.

1. Term
   1. This Agreement commences on the start date and ends on the end date (each as set out in Item 2) unless otherwise extended or terminated in accordance with this Agreement.
   2. The parties may extend the term of this Agreement in writing and signed by both parties.
2. Obligations
   1. The Department will provide the contributions to the **Sponsorship recipient** in accordance with Item 3 (**Sponsorship Contribution**), subject to any Special Conditions in Item 5.
   2. The **Sponsorship recipient** will comply with the [Commercial Arrangements, Sponsorship and Donations policy](https://education.nsw.gov.au/policy-library/policies/pd-2009-0399) and [procedures](https://education.nsw.gov.au/content/dam/main-education/policy-library/associated-documents/pd-2009-0399-01.pdf) as identified at: <https://education.nsw.gov.au/policy-library> and as amended from time to time. Additional policies specifically relevant to this agreement may be listed at Item 5.
   3. The **Sponsorship recipient** must ensure that no Conflict of Interest exists in relation to this Agreement. The **Sponsorship recipient** must notify the Department immediately if it becomes aware of the existence or possibility of a Conflict of Interest. **Conflict of Interest** means any perceived or actual conflict of interest including engaging in any activity, or obtaining any interest which restricts or is likely to conflict with the performance by the **Sponsorship recipient** of its obligations under this Agreement.
3. Sponsor Benefits
   1. The **Sponsorship recipient** will grant the Department the benefits as detailed in Item 4 (**Sponsor Benefits**), subject to any Special Conditions in Item 5.
   2. The **Sponsorship recipient** acknowledges that although it is providing the Sponsor Benefits to the Department, the Sponsorship recipient:
      1. will not be entitled to seek or claim endorsement of the **Sponsorship recipient** or its goods or services by the Department (**no endorsement**);
      2. subject to Clause 4, will not permit promotion or publicity of the sponsorship arrangement without the Department’s prior approval (**no unapproved promotion**); and
      3. agrees there is no requirement or expectation for the Department to procure the Sponsorship recipient’s goods or services (**no required procurement**).
   3. If any of the Sponsor Benefits are not available for any reason, the **Sponsorship recipient** will notify the Department and the parties will, in good faith, negotiate a substitution.
   4. Nothing in this Agreement gives any exclusivity on sponsorship to the Department or prevents the **Sponsorship recipient** from obtaining further or other sponsors for the Sponsored Project at any level or for any type of sponsorship.
4. Publicity and marketing
   1. The parties will discuss and agree how the **Sponsorship recipient** may make public statements and use advertising and promotional materials in connection with this Agreement (**Approved Promotional Statements and Materials**). This will include:
      1. how the **Sponsorship recipient** may use the Department’s name and logo (if applicable), and
   2. The Approved Promotional Statements and Materials must comply with the Sponsorship and Commercial Arrangements, Sponsorship and Donations procedures and the Department’s Branding Guidelines.
   3. The **Sponsorship recipient** must only:
      1. make public statements and use advertising and promotional materials in accordance with any Approved Promotional Statements and Materials; and
      2. use the Approved Promotional Statements and Materials for the term of this Agreement.
   4. The Department may at any time retract any agreement or approval it has provided under this clause. If this happens, the parties will negotiate in good faith new arrangements.
   5. The **Sponsorship recipient** acknowledges that nothing in this Agreement restricts:
      1. the Department and NSW Government from complying with NSW Government policies and procedures around public statements; or
      2. the Department personnel or NSW Government officials or ministers from making any statements they decide.
   6. The Department will supply all its promotional materials including logos and signage/banners and advertisements to be used in respect of the Sponsor Benefits to the **Sponsorship recipient** by the date notified by the Sponsorship recipient.
   7. The Department will ensure that the **Sponsorship recipient** promptly receives any updates or changes to the Department’s logo and materials. The Sponsorship recipient will use its best efforts to use the updated logo and/or materials as soon as possible on receipt from the Department. The Department acknowledges and agrees that the Sponsorship recipient is not required to dispose of and reprint any hard copy materials containing a previous version of the Department’s logo and/or materials.
   8. The **Sponsorship recipient** must only use the Department’s logo and materials in connection with this Agreement, for the term of this Agreement.
5. Payment/Delivery of Sponsorship Contribution
   1. The Sponsorship Contribution, both cash and in kind contributions, will be paid or delivered in accordance with Item 3.
   2. If the parties agree that the provision of the Sponsor Benefits under this Agreement to the Department is a taxable supply under the GST Legislation. The parties will issue invoices as appropriate in accordance with Item 3.
   3. **GST Legislation** means any law imposing or relating to a goods and services tax and includes the *A New Tax System (Goods & Service Tax) Act 1999* (Cth) and any regulation pursuant to such Act.
   4. Each party to the Agreement warrants that it is registered under the GST Legislation and that it will advise the other party should any change occur in that registration.
6. Confidential Information
   1. Each party must:
      1. keep the other party’s Confidential Information confidential;
      2. only use the other party’s Confidential Information for the purposes of this Agreement;
      3. only disclose the other party’s Confidential Information to its officers, employees, contractors and agents (**Personnel**) who need to know the Confidential Information for the purposes of this Agreement and who have been directed to keep it confidential. The party disclosing the other party’s Confidential Information to its Personnel is responsible for any unauthorised disclosure by those Personnel;
      4. notify the other party if there is an actual or suspected breach of confidentiality; and
      5. comply with all reasonable directions given by the other party concerning the other party’s Confidential Information.
   2. **Confidential Information** means all information that is either directly or indirectly disclosed from either the Department or the **Sponsorship recipient** to the other party, regardless of form, that relates to its business and is either:
      1. designated by the respective owner as confidential; or
      2. of a confidential or sensitive nature, marked or denoted as confidential or information that a reasonable person would consider confidential.
7. Intellectual property
   1. Each party retains ownership of its Intellectual Property rights. Any modifications or derivative works to a party’s Intellectual Property by the other party, in connection with this Agreement, will be owned by the owner of the Intellectual Property.
   2. **Intellectual Property rights** includes:
      1. patents, copyright, performance material and choreography, registered and unregistered designs, registered and unregistered trademarks, know-how and the right to have confidential information kept confidential; and
      2. any application or right to apply for registration of the rights referred to in (a).
8. Insurance
   1. The **Sponsorship recipient** will maintain public liability insurance of at least $20 million per occurrence, and workers compensation insurance (as required).
   2. The **Sponsorship recipient** will provide the Department evidence of such insurances if requested.
   3. The Department confirms that it is self-insured through Treasury Managed Fund and will remain so insured for the Term of this Agreement.
9. Termination
   1. The Department may immediately terminate the Agreement by written notice if:
      1. the **Sponsorship recipient** breaches this Agreement and does not remedy the breach within 14 days of receiving notice from the Department requiring it do so. For the avoidance of doubt, a failure to provide the Sponsor Benefit (or any part thereof) is a breach to which this clause 9.1(a) applies;
      2. the **Sponsorship recipient** breaches this Agreement where that breach is not capable of remedy; or
      3. the Department determines that, for any reason, it should no longer use any Sponsor Benefit or be associated with the Sponsorship recipient
   2. On ending of this Agreement:
      1. the **Sponsorship recipient** must stop using the Sponsor Contributions;
      2. each party must stop using and return any Confidential Information or Intellectual Property of the other party;
      3. the **Sponsorship recipient** will use reasonable endeavours to stop referring to the Department. The Department acknowledges that the Sponsorship recipient may need to continue referring to the Department where it is not reasonably able to change or replace collateral; and
      4. if the Department terminates this Agreement for any reason under Clause 9.1 the **Sponsorship recipient** must return any unused Sponsor Contribution or for which the Sponsorship recipient has not provided a Sponsorship Benefit under this Agreement.
   3. Ending of this Agreement for any reason will otherwise be without prejudice to any rights which either party may have accrued before such ending.
10. General and interpretation
    1. **Assignment**: A party cannot assign all or any of its rights under this Agreement without the prior written consent of each other party.
    2. **Variation:** An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.
    3. **Relationship**: Nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, or partnership between the Department and the **Sponsorship recipient** or their respective personnel**.**
    4. **Warranty:** Each party warrants that by entering into this Agreement and performing its obligations under this Agreement will not contravene any law to which it is bound, or infringe any Intellectual Property right of any other person.
    5. **Governing law and jurisdiction**: The law of New South Wales governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which are entitled to hear appeals from them.
    6. **Waiver and consents:** Except as expressly stated in this Agreement, each party acknowledges that:
       1. a waiver or consent under this Agreement is not effective unless it is in writing and signed by the parties entitled to give the waiver or consent;
       2. a waiver or consent may be given conditionally or unconditionally or withheld at the absolute discretion of the party entitled to give the waiver or consent;
       3. a waiver of a power or right or the giving of consent is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given;
       4. a party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right; and
       5. the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
    7. **Notices**: A valid notice must be written and served on the other party by delivering it by hand, prepaid registered post, or email.
    8. **Standalone arrangement**: The **Sponsorship recipient** enters into this Agreement for the purposes of the Sponsored Project only. The Sponsorship recipient’s entitlement to any contributions are set out in this Agreement. The Sponsorship recipient must not seek to rely on the provision of the benefits under this Agreement in support of any other arrangement with the Department (including but not limited to in support of any tender) and/or may not request any other contribution or benefit from the Department, including in connection with any other commercial arrangement with the Department.
    9. **Survival**: clauses 4, 6, 7, 9 and 10 survives ending of this Agreement as well as any right or obligation, which, by its nature is intended to survive the ending of this Agreement.
    10. **Interpretation**: In this Agreement, unless the contrary intention appears:
        1. a reference to a document (including this Agreement) includes any variation or replacement of it;
        2. the words include, including, for example or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind; and
        3. a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

**Executed as an agreement on 2021**

Signed for and on behalf of:

The State of New South Wales by its Department of Education

|  |  |
| --- | --- |
| Signature of witness | Signature of authorised person |
| Name of witness (print)    Address of witness (print) | Name of authorised person (print)    Title of authorised person (print) |

Signed for and on behalf of:

*<Insert name of Sponsorship recipient>*

|  |  |
| --- | --- |
| Signature of witness | Signature of authorised person |
| Name of witness (print)    Address of witness (print) | Name of authorised person (print)    Title of authorised person (print) |
|  |  |

Appendix A

Sponsored Project

*<Delete if not required>*

Appendix B

Sponsorship Contribution and payment details

*<Delete if not required>*

Appendix C

Sponsorship benefits

*<Delete if not required>*