|  | Outgoing Sponsorship Agreement | |
| --- | --- | --- |
|  | | |
| Department | | DEPARTMENT OF ENTERPRISE, INVESTMENT AND TRADE |
| Agency/Division | |  |
| Sponsored Party | |  |
| Sponsorship | |  |

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Details

|  |  |  |
| --- | --- | --- |
| **Department** | Name | The Crown in right of the State of New South Wales acting through the Department of Enterprise, Investment and Trade  (ABN 51 766 912 245) |
|  | Agency/ Division | Entrepreneurship and Innovation Ecosystems |
|  | Address | 52 Martin Place, Sydney, NSW 2000 |
| **Department Authorised Officer**  *(refer to clause 24 - Notices)* | Name |  |
| Position |  |
| Address |  |
| Phone |  |
| E-mail |  |
| **Sponsored Party** (‘You’) | Name |  |
| Address |  |
| ABN |  |
| **Your Authorised Officer**  *(refer to clause 24- Notices)* | Name |  |
| Position |  |
| Address |  |
| Phone |  |
| E-mail |  |
| **Activity** | Insert name of activity or event being sponsored | |
| **Commencement Date**  *(refer to clause 2 - Term)* | Per latest execution date. | |
| **Sponsorship** *(refer to clause 3–Provision of Sponsorship)* |  | |
| **Sponsorship Benefits** *(refer to clause 4–Sponsorship Benefits, Objectives and Sponsorship Plan)* | The sponsorship benefits detailed in Schedule A – Sponsorship. | |
| **Objectives** *(refer to clause 4 – Sponsorship Benefits, Objectives and Sponsorship Plan)* | The sponsorship objectives detailed in Schedule A – Sponsorship. | |
| **Special Conditions** | Nil. | |

PLEASE DO NOT DELETE SECTION BREAK. THIS TEXT WILL NOT PRINT

Terms of Sponsorship

# Definitions and Term

1. Interpretation and Definitions
   1. Interpretation

Unless the context requires otherwise, in this Agreement:

* + 1. the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
    2. where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
    3. a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
    4. specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
    5. references to persons include bodies corporate, government agencies and vice versa and their successors and permitted assigns;
    6. references to the parties include references to respective directors, officers, employees and agents of the parties;
    7. nothing in this Agreement is to be interpreted against a party solely on the grounds that the party put forward this Agreement or any part of it; and
    8. where an expression is defined, any other grammatical form of that expression has a corresponding meaning.
  1. Definitions

**Agreement** means this agreement between Department of Enterprise, Investment and Trade and you for Department of Enterprise, Investment and Trade to provide the Sponsorship to you in accordance with the Details, Terms of Sponsorship, Schedules and any documents referenced in this Agreement.

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales.

**Background IP** means Intellectual Property that a party makes available for the purpose of this Agreement, whether upon commencement of this Agreement or during the term of the Agreement, and:

1. is in existence prior to the Commencement Date; or
2. is brought into existence independently of this Agreement or the Activity.

**Claim** means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

**Confidential Information** of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

* + 1. is by its nature confidential;
    2. a party has designated as confidential;
    3. is capable of protection at common law or equity as confidential information; or
    4. is derived or produced partly from information described in paragraph (a), (b) or (c) above,

but does not include information that:

* + 1. is in the public domain; or
    2. a party receiving the information independently knows or develops other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

**Contract Material** means all documents, data and other material first created or brought into existence under this Agreement and includes reports, questionnaires, software, technical information, plans, maps, charts, photographs, drawings, calculations, tables, schedules and electronic data.

**Correctly Rendered Invoice** means an invoice rendered in accordance with Department of Enterprise, Investment and Trade’s requirements for invoices.

**GST** **Law** means*A New Tax System (Goods and Services Tax) Act 1999*.

**Intellectual Property** or **IP** includes:

* + 1. all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
    2. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

**“Information Protection Principles”** has the same meaning as in the *Privacy and Personal Protection Act 1998* (NSW).

**Moral Rights** has the same meaning as in the *Copyright Act 1968 (Cth)*.

**Notice** means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Agreement.

**“NSW Government Brand Guidelines”** means the guidelines, as updated from time to time, and available at https://www.nsw.gov.au/branding**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.

**WHS Law** means the *Work Health & Safety Act 2011*, regulations, codes of practice and other instruments under that Act.

1. Term
   1. This Agreement will commence on the Commencement Date.
   2. Unless terminated under **clause 20**, this Agreement will end once you have provided the Sponsorship Benefits to the satisfaction of Department of Enterprise, Investment and Trade and Department of Enterprise, Investment and Trade has paid you the Sponsorship payments.

# Sponsorship and Benefits

1. Provision of Sponsorship
   1. Department of Enterprise, Investment and Trade will pay you the Sponsorship in consideration of you providing the Sponsorship Benefits.
2. Sponsorship Benefits, Objectives and Sponsorship Plan
   1. You must provide the Sponsorship Benefits to Department of Enterprise, Investment and Trade in consideration of the Sponsorship.
   2. The parties acknowledge and agree that the Sponsorship Benefits are intended to produce the Objectives for Department of Enterprise, Investment and Trade.
   3. You must comply with the Sponsorship Plan (if any) annexed to this Agreement.
3. Future Sponsorship
   1. [You acknowledge and agree that Department of Enterprise, Investment and Trade will be [the sole/major] sponsor for the Activity.] [Delete if not applicable]
   2. On expiry or earlier termination of this Agreement, you must not enter into any agreement with any third party for sponsorship equivalent to that provided under this Agreement, unless:
      1. you first offer in writing to Department of Enterprise, Investment and Trade the proposed terms of the new sponsorship agreement; and
      2. Department of Enterprise, Investment and Trade fails to accept the offer within 30 days of receipt.

# About Payments

1. Payment conditions
   1. Department of Enterprise, Investment and Trade will pay you the Sponsorship on the condition that:
      1. you give Department of Enterprise, Investment and Trade any Sponsorship Benefit, that is due to be delivered or completed to Department of Enterprise, Investment and Trade's satisfaction;
      2. Department of Enterprise, Investment and Trade receives a Correctly Rendered Invoice from you that clearly identifies the Sponsorship Benefits provided and the Sponsorship claimed; and
      3. you provide any additional information Department of Enterprise, Investment and Trade requests so it may determine whether or not the amount is payable.
   2. Department of Enterprise, Investment and Trade will pay a Correctly Rendered Invoice within thirty (30) days' receipt of all information requested under **clause 6.1**.
   3. Notwithstanding **clause 6.2**, if Department of Enterprise, Investment and Trade pays any of the Sponsorship, this does not constitute an admission on the part of Department of Enterprise, Investment and Trade that the Sponsorship Benefits have conformed with this Agreement and no payment will be deemed to release you from your obligations under this Agreement.
2. GST
   1. Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed in relation to the supply.
   2. If:
      1. despite any other provision of this Agreement, GST is imposed on a supply made under this Agreement; and
      2. a party is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

that party will pay an additional amount equal to the GST imposed on that supply, at the time and in the manner specified in this Agreement, unless payment is otherwise payable under this Agreement in relation to that supply.

* 1. You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.
  2. If you are not registered under the GST Law as required under **clause 7.3**, you will not be entitled to receive any additional amount as provided under this **clause 7**.
  3. If for any reason Department of Enterprise, Investment and Trade pays you an amount under this **clause 7** which is more than the GST imposed on the supply, you must repay the excess to Department of Enterprise, Investment and Trade on demand or Department of Enterprise, Investment and Trade may set off the excess against any other amounts due to you.

# Impartiality

1. Non-Inducement
   1. You warrant to Department of Enterprise, Investment and Trade that you have not made or received any payment (other than the Sponsorship) or other inducement to or from Department of Enterprise, Investment and Trade in connection with entry into this Agreement.
   2. You must not provide any personal benefits to any of the employees of Department of Enterprise, Investment and Trade.
2. Impartiality
   1. You acknowledge that:
      1. Department of Enterprise, Investment and Trade must at all times be able to carry out its functions fully and impartially; and
      2. the sponsorship relationship will not influence Department of Enterprise, Investment and Trade’s exercise of its regulatory or inspection functions in relation to you (if any).
   2. You must not state or imply that Department of Enterprise, Investment and Trade endorses either you, your products or services.
3. Conflict of Interest
   1. You must immediately notify Department of Enterprise, Investment and Trade in writing if any actual, potential or perceived conflict of interest arises between Department of Enterprise, Investment and Trade’s functions, policies, objectives or reputation and:
      1. the Sponsorship or Sponsorship Benefits;
      2. those of third parties providing equivalent or similar sponsorship; or
      3. You.
4. Warranties
   1. You warrant that, at the date of this Agreement, you are not aware of any of the following:
      1. actual, potential and/or perceived conflict of interest between your objectives, mission, interests or reputation and those of Department of Enterprise, Investment and Trade;
      2. actual, potential and/or perceived conflict of interest between Department of Enterprise, Investment and Trade’s objectives, mission, interests or reputation and those of third parties providing equivalent or similar sponsorship;
      3. circumstances arising in connection with the Agreement that may limit the ability of Department of Enterprise, Investment and Trade to carry out its functions fully and impartially; or
      4. information that you have made or received any payment or other inducement to or from Department of Enterprise, Investment and Trade or its staff in connection with entry into this Agreement.
   2. You must provide immediate Notice to Department of Enterprise, Investment and Trade if you become aware of any of the matters set out in clause 11.1.

# Contract Material and Information

1. Use of Department’s name and Public Announcements
   1. You must:
      1. acknowledge the support of Department of Enterprise, Investment and Trade, as directed by Department of Enterprise, Investment and Trade from time to time:
2. in any public statement about the Activity;
3. on the home page of any web site established in connection with the Activity;
4. on any equipment or other facility funded wholly or in part by Department of Enterprise, Investment and Trade;
   1. Any use of Department of Enterprise, Investment and Trade’s logo must be in compliance with the [https://www.nsw.gov.au/branding.](https://communications.dpc.nsw.gov.au/assets/dpc-nsw-gov-au/files/Communications-and-Engagement/0c7b202631/NSW-Government-Brand-Guidelines.pdf)
   2. Department of Enterprise, Investment and Trade may publish the title and brief description, including outcomes, of the Activity and the amount of the Sponsorship.
5. Intellectual Property
   1. Intellectual Property in all Contract Material vests in you, unless otherwise stated in the Special Conditions.
   2. You grant Department of Enterprise, Investment and Trade a perpetual, transferable, royalty free licence to use the IP in the Contract Material.
   3. Each party retains ownership of any material or Background IP it provides to enable this Agreement to be carried out.
   4. Each Party grants to the other party a worldwide, free, perpetual, irrevocable, non-exclusive licence to use the Background IP the granting party provides (including a right to sub-licence the Background IP) for the purposes of this Agreement, for internal research and education.
   5. Where you organise an Activity which involves a competition which uses any part of the Sponsorship, you must ensure that all contestants warrant that they, to their actual knowledge or belief, after actual enquiry, are the owners of, or are otherwise entitled to, the Intellectual Property in the product or item that they enter as part of that competition.
   6. You acknowledge and agree that Department of Enterprise, Investment and Trade’s name and logo are the Intellectual Property of Department of Enterprise, Investment and Trade or the State.
6. Reporting
   1. You must provide reports to Department of Enterprise, Investment and Trade as Department of Enterprise, Investment and Trade may, from time to time, reasonably require in connection with the Sponsorship and/or this Agreement.
7. Confidential Information
   1. Each party (the **“Receiving Party”**) agrees to keep the Confidential Information of the other party (the **“Disclosing Party”**) confidential and not disclose it to any other person without the prior written consent of the Disclosing Party. This clause does not apply to the extent that disclosure is required by law or the rules of a stock exchange.
   2. Each party may disclose the other party’s Confidential Information to its Personnel and legal and professional advisors provided they ensure that the recipient:
      1. keeps the Confidential Information confidential in accordance with the terms of this Agreement; and
      2. does not use the Confidential Information except for the purposes of this Agreement.
8. Privacy
   1. You will:
      1. ensure that Personal Information that Department of Enterprise, Investment and Trade provides or you collect under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
      2. unless you are otherwise required or authorised by law to do so, not disclose any Personal Information without the prior written consent of:
9. the individual to whom the Personal Information relates; or
10. Department of Enterprise, Investment and Trade,
    * 1. comply with the Information Protection Principles applying to NSW public sector agencies under the Privacy and Personal Information Protection Act 1998 (NSW) when doing any act or engaging in any practice in relation to Personal Information as if you were an agency directly subject to that Act; and
      2. include equivalent requirements regarding Personal Information (including this **clause 16**) in any subcontract entered into for the provision of any of the Sponsorship under this Agreement.
    1. Where you are an individual you authorise Department of Enterprise, Investment and Trade to make Personal Information concerning you, such as your name, address and details of your work performance, available to other State, Commonwealth and local government agencies and funding agencies, for reporting, statistical and accounting purposes. You do not have to supply this information. However, Department of Enterprise, Investment and Trade may not be able to fulfil its obligations without revealing that information to such agencies. You may obtain details of any Personal Information about you Department of Enterprise, Investment and Trade holds by contacting Department of Enterprise, Investment and Trade’s Authorised Officer.
11. Disclosure of Information
    1. You acknowledge that, under the *Government Information (Public Access) Act 2009*, Department of Enterprise, Investment and Trade may be required to publicly disclose information about this Agreement at <https://tenders.nsw.gov.au>. You acknowledge that none of the disclosure obligations require the disclosure of:
       1. the commercial-in-confidence provisions of a contract;
       2. any matter that could reasonably be expected to affect public safety or security; or
       3. information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009*.
    2. You may nominate any items you consider are confidential and reasons why, to assist Department of Enterprise, Investment and Trade in determining what items to disclose.

# Dealing with Risk

1. Insurance
   1. You must maintain, at your own cost, during the term of this Agreement:
      1. a broad form public liability policy of insurance to the value of at least $10 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period;
      2. workers’ compensation insurance as required by all relevant laws of Australia relating to workers compensation.
   2. You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.
   3. Where Department of Enterprise, Investment and Trade requests, you must provide a copy of valid and current certificates of currency that the insurer has issued for each or any of the policies described above which will include the policy number, expiry date, level of cover (per claim and aggregate), policy excess, summary of cover (including exclusions and endorsements) and jurisdictional limits.
   4. Without limitation to **clause 18.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Agreement.
2. Indemnities
   1. You must indemnify and keep indemnified Department of Enterprise, Investment and Trade, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (paid or payable including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
      1. the Activity or the use of any outcomes from the Activity;
      2. your breach of this Agreement including any failure to provide the Sponsorship Benefits;
      3. you or your subcontractor’s or employee’s unlawful or negligent act or omission in connection with this Agreement;
      4. any illness, injury or death of any person you, or your subcontractors or employees, cause or contribute in connection with this Agreement;
      5. any loss or damage to real or personal property you, or your subcontractors or employees, cause in connection with this Agreement; or
      6. you or your subcontractor’s acts or omissions in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of Department of Enterprise, Investment and Trade or any third party.
   2. Your liability to indemnify Department of Enterprise, Investment and Trade under this **clause 19** will be reduced proportionately to the extent that Department of Enterprise, Investment and Trade’s negligent or unlawful acts or omissions, or those of its officers, employees or agents contributed to the relevant loss or liability.
   3. Your liability to indemnify Department of Enterprise, Investment and Trade under this **clause 19** does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.
   4. This clause survives expiry or termination of the Agreement.

# Ending this Agreement

1. Termination
   1. Department of Enterprise, Investment and Trade may terminate this Agreement without cause by giving you 10 business days’ notice in writing.
   2. Where a party has breached this Agreement:
      1. the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
      2. if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Agreement immediately by giving a further Notice.
   3. Department of Enterprise, Investment and Trade may terminate this Agreement by Notice, with effect on the date stated in the Notice, if:
      1. you breach any of the following provisions: **clause 4** (Sponsorship Benefits, Objectives and Sponsorship Plan), **clause 8** (Non-Inducement), **clause 9** (Impartiality), **clause 10** (Conflict of Interest), **clause 11** (Warranties), **clause 14** (Reporting), **clause 18** (Insurance) or **clause 25.8** (Assignment);
      2. Department of Enterprise, Investment and Trade considers that there has been a material change in circumstances in your financial position, your structure or your identity;
      3. you become insolvent, if you are the subject of a debtors or creditors petition under the Bankruptcy Act 1966, or if you resolve to go into administration or liquidation or have a summons for your winding up presented to a Court or enter into any scheme of arrangement with your creditors;
      4. circumstances arise such that there is an actual, potential or perceived conflict of interest as outlined in clause **10.1**; or
      5. circumstances arise such that the terms of this Agreement may limit the ability of Department of Enterprise, Investment and Trade to carry out its functions impartially.
   4. This **clause 20** does not exclude or reduce the rights of a party to terminate the Agreement arising by operation of the common law or statute or the other terms of this Agreement.
2. Consequences of termination
   1. Within 14 days of termination or expiry of this Agreement, you:
      1. must return all Confidential Information and material of Department of Enterprise, Investment and Trade;
      2. must return any unspent funds or unused items provided as part of the Sponsorship;
      3. must refund full Sponsorship contributions already provided to you by Department of Enterprise, Investment and Trade if termination is due to the failure of the Activity taking place; and
      4. if requested by Department of Enterprise, Investment and Trade, must provide a written report to Department of Enterprise, Investment and Trade recording the Sponsorship received, the Sponsorship Benefits provided and whether the Objectives were achieved.
   2. You will not be entitled to any payment or compensation for any Sponsorship curtailed by the Notice of termination.
3. What you must do if you receive a Notice
   1. Upon receipt of a Notice of termination you must:
      1. stop work as specified in the Notice;
      2. take all available steps to minimise loss resulting from that termination; and
      3. continue to provide any part of the Sponsorship Benefits not affected by the Notice.
4. Dispute Resolution
   1. If a dispute arises in relation to this Agreement (“**a Dispute**”), a party must comply with this **clause 23** before starting mediation or court proceedings except proceedings for urgent interlocutory relief.
   2. A party claiming that a Dispute has arisen must notify the other party in writing giving details of the dispute (**“Dispute Notice”**) in accordance with the requirements of **clause 24** (**“Notices”**).
   3. If requested by Department of Enterprise, Investment and Trade, you agree to continue performing this Agreement while the Dispute is being dealt with to the extent that it is practicable to do so.
   4. Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
      1. does not have prior direct involvement in the Dispute; and
      2. has authority to negotiate and settle the Dispute.
   5. If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under **clause 23.2** must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
   6. If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
   7. Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.
   8. Notwithstanding the foregoing, nothing prevents either party from seeking urgent interlocutory relief of or exercising its rights under clause 20.

# Other Legal Matters

1. Notices
   1. Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.
   2. The receiving party will be deemed to have received the Notice as follows:
      1. if hand delivered, on the day on which it is delivered or left at the relevant address;
      2. if sent by post within Australia:
2. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
3. if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
   * 1. if sent by email before 5.00pm on a Business Day, the first of the following occurring:
4. when the sender receives an automated message confirming delivery; or
5. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
   * 1. if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.
   1. Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.
6. General
   1. **Survival:**   
      The following clauses survive termination or expiry of this Agreement: **clause 9** (Impartiality), **clause 13** (Intellectual Property), **clause 15** (Confidential Information), **clause 16** (Privacy), **clause 19** (Indemnities), **clause 20** (Termination), **clause 25.2** (Keeping of records), this **clause 25.1** and any other clause which by its nature is intended to survive this Agreement.
   2. **Keeping of records and rights of access to such records:**

You:

* + 1. must keep complete and accurate records and books of account with respect to your performance of the Sponsorship (the “Records”), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Agreement;
    2. authorise Department of Enterprise, Investment and Trade and any State or Commonwealth Government department or agency (the “Auditors”) that has provided moneys to Department of Enterprise, Investment and Trade for the purposes of the Activity, to examine and inspect, at reasonable times and on reasonable Notice, any Contract Material you hold, and allow any such Records to be copied; and
    3. must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.
  1. **Entire agreement**: This Agreement states all the express terms the parties have agreed on. It supersedes all prior contracts, obligations, representations, conduct and understandings.
  2. **Variation**: This Agreement may only be varied by agreement in writing.
  3. **Inconsistency**: If there is any inconsistency between provisions in this Agreement then the order of precedence will be:
     1. the **Details**; then
     2. the **Special Conditions**; then
     3. these **Terms of Sponsorship**; then
     4. any **Schedules** or attached **Annexures**.
  4. **Negation of employment, partnership, agency etc**

This Agreement does not create a relationship of agency, partnership, trust and/or employment between the parties.

You must not represent yourself as being an employee, partner or agent of Department of Enterprise, Investment and Trade or as otherwise able to bind or represent Department of Enterprise, Investment and Trade.

* 1. **Waiver**

If a party fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Agreement to their full force and effect.

Any waiver by a party of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

* 1. **Assignment**: You must not assign or novate your obligations or interests under this Agreement, without the prior written consent of Department of Enterprise, Investment and Trade.
  2. **Severability:** If any provision of this Agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Agreement, but the remainder of the Agreement will retain its full force and effect.
  3. **Counterparts**: This Agreement may be signed in any number of counterparts which taken together will constitute one Agreement.
  4. **Governing Law**: The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Execution Clauses

| **Department** |  | |
| --- | --- | --- |
| Signed for and on behalf of the Crown in right of the State of New South Wales acting through Department of Enterprise, Investment and Tradeby its authorised signatory but not so as to incur personal liability: | | |
| Insert name and position |  |  |
|  |  | Signature |
|  | |  |  | |

Date

| **Sponsored Party (Company)** |  | |
| --- | --- | --- |
| Signed for on and on behalf of insert company name Ltd in accordance with section 127 of the *Corporations Act 2001* by: | | |
| Signature of Director (1) |  | Signature of Director(2)/ Company Secretary | |
|  |  |  | |
| Name of Director (1) |  | Name of Director(2)/Company Secretary | |
| Position of Director (1) |  | Position of Director(2)/Company Secretary | |
| Address of Company Director (1) |  | Address of Director(2)/Company Secretary | |
|  |  |  | |
| Date |  | Date | |

Schedule A – Sponsorship

| **Sponsorship** | | **Performance Timeframe** | **Sponsorship (excluding GST)** | **When to send invoice** |
| --- | --- | --- | --- | --- |
| **Name** | **Description of Sponsorship Benefits** |
| Benefits |  |  |  |  |
| Report |  |  |
|  | TOTAL SPONSORSHIP |  |  |  |
| **Objectives** |  | | | |