

Sponsorship Agreement

PARTIES

This agreement ("Agreement") is between the sponsor identified in the sponsorship application ("You", "Your") and the event organizer, The Design and Technology Teachers Association of Western Australia.

BACKGROUND

You wish to sponsor the Event by providing the Sponsorship Contribution in return for the Sponsorship Benefits, on the terms and conditions contained in this Agreement.

OPERATIVE PROVISIONS

1. Clarifications

1.1 Definitions

Agreement	means this document, as amended by written agreement from time to time.
Cancellation Deadline	means 5 pm on the date specified in the Sponsorship Prospectus, being the last date/time on which You may cancel Your sponsorship and receive a partial refund as provided in clause 9.
Confidential Information	means information pertaining to the subject matter of this Agreement, the Sponsorship Contribution and the Sponsorship Benefits, a party's employees, agents and contractors, a party's customers or suppliers, a party's finances, business and marketing plans, transactions and activities, a party's products and/or services and a party's Intellectual Property.
Event	means the conference or event, if any, identified in the Sponsorship Application.
GST	means the tax imposed or assessed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time and associated legislation.
Sponsorship Application	means the application to become a sponsor of the Event submitted by You to Us, of which this Agreement forms Annexure
Sponsorship Benefits	means the services and benefits to be provided to You in exchange for the Sponsorship Contribution under this Agreement, specified in the Sponsorship Prospectus.
Sponsorship Contribution	means the sum(s) of money or contribution in-kind that You must pay/provide under this Agreement, as specified in the Sponsorship Prospectus.
Sponsorship Prospectus	means the document seeking sponsorship for the Event, in response to which You have submitted the Sponsorship Application.

1.2 Interpretation

The following rules apply in interpreting this Agreement:

- A reference to a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party.
- A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.
- Conduct includes any omission, representation, statement or undertaking, whether or not in writing.
- Anything (including a right, obligation or concept) includes each part of it.
- A singular word includes the plural, and vice versa.
- A word which suggests one gender includes any gender.
- If a word is defined, another part of speech has a corresponding meaning.
- If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- Specifying anything in this document after the words "including" or "includes" or similar expressions does not limit what else might be included unless there is express wording to the contrary.
- A reference to dollars or \$ is to an amount in Australian currency unless otherwise specified.
- Interpretation of any covenant clause or word mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same.
- This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document.

2. Sponsorship Prospectus and Sponsorship Application

2.1 This Agreement applies if We accept Your Sponsorship Application

This Agreement applies if and commences when We accept Your Sponsorship Application. We may reject Your Sponsorship Application for any reason We deem fit, including that any limit on the number of Sponsors of a particular classification or level has been reached.

2.2 Sponsor's acknowledgment and warranty re Sponsorship Prospectus and Sponsorship Application You acknowledge and warrant that:

- (a) You have received and read the Sponsorship Prospectus thoroughly;
- (b) The information You have provided in Your Sponsorship Application is true and correct in all respects;
- (c) You are not aware of any fact or circumstance, whether actual or potential, that would cause You to breach any of the provisions of this Agreement, or that may entitle us to terminate it, including but not limited to termination for breach of clause 13.3 (Termination for Disrepute);
- (d) We may reject Your Sponsorship Application for any reason We deem fit.

3. Sponsorship Contribution

3.1 Provision of the Sponsorship Contribution

You must provide the Sponsorship Contribution:

- (a) as to the sum(s) of money and/or contributions in-kind;
- (b) by the dates and times or subject to completion of the milestones or prerequisites, if any, specified in the Sponsorship Prospectus and in all cases, where the Sponsorship Contribution is monetary:
- (c) within 14 days of the date of a tax invoice submitted by the Host or Us to You; or
- (d) before the commencement of the Event, whichever is earlier;
- (e) in compliance with all applicable laws, industry standards and guidelines; and
- (f) in the manner specified in the Sponsorship Prospectus.

3.2 Sponsorship Contribution in-kind

If the Sponsorship Contribution consists in whole or in part of the supply of goods or services ("in-kind"), You must ensure that:

- (a) all goods supplied are new, fit for the purpose for which they are supplied to Us, the Host, Event attendees, participants or other third-parties, as the case may be, and are of acceptable and merchantable quality and must match in type and quality any samples provided by You;
- (b) all services supplied are of acceptable quality, are supplied diligently, promptly and with reasonable care and are of such quality as befits the Event; and
- (c) all goods and services supplied comply with all applicable laws, industry codes and guidelines.

3.3 Sponsorship not exclusive to the Sponsor

Except as expressly specified to the contrary in the Sponsorship Prospectus, this Agreement and the sponsorship are not exclusive to You in any respect and We may engage other sponsors for the Event, including sponsors whose products or services may compete with Yours.

4. Sponsorship Benefits

4.1 Provision of the Sponsorship Benefits

Subject to Your compliance with this Agreement, and subject to the completion of any milestones or prerequisites as provided in the Sponsorship Prospectus, You shall receive the Sponsorship Benefits specified in the Sponsorship Prospectus for the classification or level of Sponsorship selected in Your Sponsorship Application.

4.2 Suspension of Sponsorship Benefits

If You do not comply with this Agreement in any respect, including if You do not provide the Sponsorship Contribution by the date(s) specified in the Sponsorship Prospectus, We may suspend provision of the Sponsorship Benefits until the Sponsorship

Contribution is supplied as provided in this Agreement. The exercise of this remedy is not Our exclusive remedy and We may exercise any other remedy available to Us under this Agreement or under the law.

4.3 Sponsorship Benefits subject to Venue Rules

You acknowledge and agree that You must at all times comply with the Venue Rules and that provision of the Sponsorship Benefits is subject to the Venue Rules.

5. Exclusions

5.1 No warranty re success of the Event

You acknowledge and agree that neither We nor the Host makes or has made any binding warranty, promise, representation or prediction concerning:

- (a) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services at the Event;
- (b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
- (c) the number or value of sales leads that You may obtain as a result of Your sponsorship.

Any predictions We or the Host may make or have made concerning the Event, or information or statistics that We or the Host may provide or have provided concerning previous events are/were provided in good faith, but they are not binding upon Us. You acknowledge and agree that You have not relied and do not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

5.2 No warranty that the Event will proceed without variation or cancellation

You acknowledge and agree that the Event is subject to variation as provided in clause 20 (Variation of Event) and neither We nor the Host makes or has made any binding warranty, promise or representation that:

- (a) the Event will proceed on the date(s) or at the venue proposed in the Sponsorship Prospectus, or at all; and/or
- (b) the Event programme will proceed as advertised or that the speakers, entertainers or other participants will be as advertised.

6. GST

6.1 GST Payment Responsibility

Sponsorship payments under this Agreement, as outlined in the Sponsorship Prospectus and the Sponsorship Application, do not include GST unless stated otherwise. You are responsible for paying the GST in addition to the Sponsorship Fees and other payments required.

6.2 Variation in GST Rate

Sponsorship payments are based on the prevailing GST rate at the time of publication. If the GST rate changes before payment, you must pay the revised GST amount, and the DATTA WA may issue a new invoice to reflect this change.

7. Cancellation and Postponement of the Event

7.1 Cancellation Acknowledgement

You acknowledge that the Event may be cancelled for various reasons beyond our control.

7.2 No Liability for Event Cancellation

Subject to clause 11.4, the DATTA WA are not liable for any losses, damages, liabilities, or claims resulting directly or indirectly from Event cancellation.

7.3 Postponed or Rescheduled Events

If the Event is rescheduled, clause 12 applies. Otherwise, material changes will be communicated through the Event Website.

7.4 Consequences of Event Cancellation

- (a) You will be notified promptly;
- (b) all Exhibition Fees will be refunded in full.

8. Cancellation of Sponsorship by You

8.1 Your Cancellation Rights

You may cancel Your Sponsorship at any time for any reason by written notice to the DATTA WA ("Cancellation Notice"), whereupon:

this Agreement is terminated and Your sponsorship and Sponsorship Benefits are cancelled, immediately when We receive Your Cancellation Notice;

if We receive Your Cancellation Notice before the Cancellation Deadline, You are entitled to a 50% reduction in the Sponsorship Contribution. To the extent that You have not paid 50% of the Sponsorship Contribution by the date of Your Cancellation Notice, You must make payment with Your

Cancellation Notice. If You have already paid more than 50% of the Sponsorship Contribution by the date of Your Cancellation Notice, We will refund the excess within 14 days;

if We receive Your Cancellation Notice after the Cancellation Deadline You must, with Your Cancellation Notice, make payment of the whole of the Sponsorship Contribution, or such part of it as may be unpaid as at that date and You are not entitled to a refund; and

A Cancellation Notice is not valid unless it is accompanied by payment (if payment is required) as provided under this clause 8.1.

9. Warranties by Both Parties

Each party warrants that:

- (a) entering into and performing this Agreement will not breach any agreement, duty, or obligation; and
- (b) there has been no Insolvency Event or threat of one.

10. Sponsor to Provide Materials and Information

10.1 Sponsor to Provide in Timely Manner

You must promptly provide details of all Sponsor Materials and relevant information when requested. Failure to comply may result in delayed or denied Sponsor Entitlements.

10.2 Sponsor Warranties

You warrant that the information and materials provided under clause 10.1 are accurate, not misleading or deceptive, comply with all applicable laws and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

11. Announcements and Publications

11.1 Expert Events May Refer to Sponsor in Promotional Materials for the Event

We may, on any website for the Event, and in any other materials published in any medium for promotion of the Event, refer to You as a sponsor of the Event.

11.2 Sponsor May Direct Promotional References

We agree that:

Unless expressly required by this Agreement (as a Sponsorship Benefit), You may give The DATTA WA reasonable directions concerning any references to You, Your products or services in promotional materials published for the Event; and

We will make reasonable endeavours to comply with Your directions under 11.1 of this clause, provided that the directions are in Our opinion:

given by You in a timely manner;

appropriate to the medium of publication and promotion; and proportionate and reasonable, to the classification and level of Your sponsorship, and by comparison with the promotion of other sponsors.

12. Termination

12.1 Termination for Cause

Either party may terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party breaches a term or warranty which is capable of rectification but is not rectified within a reasonable period after notice; or
- (c) the other party breaches a term or warranty which is not capable of rectification.

12.2 Termination by the DATTA WA for Non-Payment

The DATTA WA may terminate this Agreement if you fail to pay monies by the due date.

12.3 Termination for Disrepute

The DATTA WA may terminate this Agreement if you materially damage our reputation.

12.4 Sole Termination Rights

The termination rights in this clause are the only rights of termination under this Agreement. Common-law rights and remedies are preserved.

12.5 Consequences of Termination

On termination of this Agreement by either party:

- (a) for any reason, You must cease referring to Yourself as a sponsor of the Event;
- (b) for any reason, We must, to the extent that it is practicable for the DATTA WA to do so:
- (c) cease making further references to You as a sponsor of the Event; and
- (d) delete or destroy all information, promotional and other materials in Our possession that contain any such reference;
- (e) for any reason, each party must cease making further use of the Intellectual Property of the other party; and
- (f) for any reason, such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination.

13. Limitation of Liability

13.1 Limitation

13.1 Limitation of Liability

- (a) The total aggregate liability of the DATTA WA and contractors, for breach of this Agreement, negligence, or any other cause of action, will not exceed the total Sponsorship amount.
- (b) "Liability" includes liability in contract, tort, or equity, for any loss, damage, or expense, whether wilful, negligent, or otherwise.
- (c) If liability arises under statute, the DATTA WA's and our liability is limited to re-supplying the services or Sponsor Entitlements or the cost thereof.

14. Your Breach May Cause Us Liability to Third Parties

14.1 Losses Recoverable by Us

You acknowledge and agree that:

Your negligence or breach of this Agreement or of the Venue Rules may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that the DATTA WA may have to the Venue operator or other third parties, such as other sponsors, exhibitors, or attendees of the Event; and

Any loss or liability the DATTA WA incur to the Venue operator or any other third party, as a direct or indirect consequence of any such negligence or breach by You, is a reasonably foreseeable loss recoverable by the DATTA WA from You.

15. Indemnity and Release

15.1 Indemnity and Release

You must indemnify, and hereby release the DATTA WA from and against all claims, actions, demands, losses, liability, cost or expenses sustained by the DATTA WA (including any claims, actions or demands made or brought by the Venue operator, attendees of the Event and other third parties), caused in whole or in part by, or arising in connection with:

- (a) Your breach of this Agreement;
- (b) Your negligence or other tort;
- (c) Your breach of the Venue Rules;
- (d) Your breach of any other legal duty or obligation; and
- (e) the presence, use, display, transportation, construction, installation, display or removal of any promotional materials or content, and for the avoidance of doubt this indemnity applies to:
 - (f) claims, actions and demands made on the basis of any cause of action;
 - (g) claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the venue

- operator), loss of the kind referred to in clause 14, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- (h) legal costs and disbursements on a full indemnity basis. This indemnity is not the DATTA WA sole remedy for the matters referred to in this clause. The DATTA WA may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

16. Intellectual Property

16.1 No Transfer of Intellectual Property

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in a work created by a party for the purposes of the Event and the performance of a party's obligations under this Agreement remains the property of the party that created that work.

16.2 Licence of Your Intellectual Property to Us

You grant to Us a licence (in this clause, the "Licence") to use Your Intellectual Property for the sole purposes of providing the Sponsorship Benefits and otherwise performing Our obligations and exercising Our rights under this Agreement. The Licence is:

- (a) worldwide;
- (b) non-exclusive;
- (c) non-transferable, except in the case of permitted assignment or novation of this Agreement;
- (d) sublicensable but only for the purposes of engaging any sub-contractor to assist in promoting, organising, staging and holding the Event or to provide the Sponsorship Benefits; and
- (e) fee-free.

17. Confidential Information

17.1 Non-disclosure and Restricted Copying

A party must not disclose any Confidential Information to a third party.

17.2 Exceptions to Non-disclosure

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

- (a) necessary to perform its obligations under this Agreement;
- (b) legally compelled by a court or other authority of competent jurisdiction;
- (c) made to a legal adviser, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or
- (d) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

18. Variation of Event

18.1 DATTA WA May Vary Event

You acknowledge and agree that the Event is subject to variation by Us and/or the Host at any time and from time to time, subject to clause 18.2, without liability to You, including but not limited to changes to:

- (a) the venue or the location of the Event or components of the Event within the venue;
- (b) the date(s) of the Event;
- (c) programme content, its order or session times;
- (d) the speakers, entertainers and other presenters; and
- (e) the social programme and any venue for dinners and other social events.
- (f) If (and only if) the Event is postponed or moved to a different primary venue, reasonable endeavours will be made to give You notice (in this clause 18, a "Variation Notice") and clause 18.2 applies. In all other cases, details of material changes will be posted to the Event Website. You are responsible for checking for such notifications/alerts prior to the Event.

18.2 Consequences of Postponement or Change of Venue

On receipt of a Variation Notice, at Your option You may:

- (a) within 14 days, notify Us in writing (see clause 22) that You cannot, or do not wish to, participate as a Sponsor of the Event as varied, in which case, subject to proof of purchase, a refund of monies actually received is your sole entitlement and neither We nor the Host will be liable for any losses you incur as a consequence of such postponement, including but not limited to transportation or accommodation costs; or
- (b) notify Us that you wish to Sponsor the Event at its new (postponed) date(s) and/or venue, in which case, the monies paid by you will be retained.
- (c) Important: If, within 14 days of the date of the Variation Notice, We do not receive Your notice under paragraph (a) of this subclause, you are deemed to have accepted the variation of the Event at its new (postponed) date(s) and/or venue, on these terms and conditions and the monies you have paid will be retained as payment for Your participation as a Sponsorship of the Event as varied.

19. Notices

19.1 How Given

Any notice, approvals, request or demand or other communication (“notice”) to be given under this Agreement must be in writing and must be delivered by hand (whether by the party or a courier), sent by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

Email – officemanager@datta.wa.edu.au

Address – The President, DATTA WA, 50 Urawa Road, Duncraig WA 6023

or such other address that DATTA WA may notify You, in writing, from time to time. Notices to You must be sent to the addresses specified by You in the Sponsorship Application. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

19.2 When Served

A notice given:

- (a) by hand will be served upon delivery;
- (b) by post will be regarded as having been served three (3) days after posting;
- (c) by email is served on the day of transmission in the location of the recipient, unless the sender’s machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient’s address) it will be regarded as having been served on the next business day; and
- (d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient’s address) after such day. For the purposes of this clause, a “business day” is a day other than a Saturday, Sunday or public holiday at the recipient’s address.

20. Force Majeure

20.1 Definition

Neither party will be liable for any failure or delay in performing its obligations under this Agreement to the extent that this is caused by a Force Majeure Event.

20.2 Notice of Force Majeure Event

The party affected by the Force Majeure Event must promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance.

20.3 Suspension of Obligations

The obligations of the party affected by the Force Majeure Event are suspended during the continuance of the Force Majeure Event to the extent that they are affected by it.

20.4 Termination

If the Force Majeure Event continues for a period of 30 days or more, either party may terminate this Agreement by written notice to the other party.

21. Further Assurances

21.1 Obligation to Fulfill Agreement

Each party must take all necessary steps and execute all required documents to give effect to this Agreement and the transactions contemplated by it.

EXECUTED AS AN AGREEMENT:

Signed for an on behalf of **Design and Technology Teachers' Association Inc Western Australia** by its authorised officer:

Signature of authorised officer

Signature of authorised officer

Name

Name

Date

Date

Signed for an on behalf of (Business Name) _____

By its authorised officer:

Signature of authorised officer

Signature of authorised officer

Name

Name

Date

Date