 Sponsorship agreement

For projects less than $10,000 value

Parties

NSW Department of Education

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

ABN *<insert school ABN or use NSW DoE ABN 40 300 173 822>*

| Address |
| --- |
| *<Replace with street address and postal address if relevant>* |

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

Sponsor

*<Insert name of sponsor’s legal entity>*

ACN *<XXX XXX XXX>*

ABN *<XX XXX XXX XXX>*

| Address |
| --- |
| *<Replace with street address and postal address if relevant>* |

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

*<Text in brackets should be edited, replaced, or deleted. The styles in this template are locked>*

Schedule

Item 1 – The project

*<Replace with a summary of the project/activities to which the sponsorship arrangement relates, eg school initiative, description of activity, name of fundraising activity, etc.>*

*<If more space is required, full details to be provided at Appendix A. The box will auto expand as you enter content.>*

Item 2 – Sponsor contributions and sponsorship value

| CASH | Value (+ GST) |
| --- | --- |
| *<E.g. $500 + GST to be used for buying sporting equipment – replace with N/A if not applicable.>* | $<XXX> |

| GOODS (Value-in-kind) | Retail Value (incl GST) |
| --- | --- |
| *<E.g. 100 satchels, 100 pens, 10 book prizes for special event – replace with N/A if not applicable.>* | $<XXX> |

| SERVICES (Value-in-kind) | Retail Value (incl GST) |
| --- | --- |
| *<E.g. Provision of services – photocopying, filming, training, IT support, etc – replace with N/A if not applicable.>* | $<XXX> |

The total sponsorship including value-in-kind is $<XXXX> (including GST)

*<Identify the benefits and contributions provided to NSW DoE by the sponsor and calculate the total retail value. Add more cells in the tables by placing the cursor in the bottom-right most cell of the table and pressing tab. Only one piece of information should go in each cell.>*

*<If more space is required, full details to be provided at Appendix B.>*

Item 3 – Payment terms

*<Replace with details of when payment will be due and how it will be collected. E.g. one up-front payment or in instalments, when tax invoices will be sent and how payment can be made. NSW DoE must raise a tax invoice for both cash and value-in-kind contributions identifying the GST component.>*

*<If more space is required, full details to be provided at Appendix D. The box will auto expand as you enter content.>*

Item 4 – Benefits to be provided to the sponsor by NSW DoE

*<Replace with the benefits that NSW DoE will provide the sponsor. 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.>*

Item 5 – Special conditions relating to contributions and benefits

*<Replace with any special conditions relating to the contributions or benefits.>*

*<If more space is required, full details to be provided at Appendix D. The box will auto expand as you enter content.>*

Item 6 – Contract term

| Start date | End date |
| --- | --- |
| *<Replace with start date>* | *<Replace with end date>* |

| Signed for the NSW DoE by School Principal | Position / Title | Print name | Date |
| --- | --- | --- | --- |
| *<Signature space>* | *<Insert title>* | *<Print name>* | *<Insert date>* |

| Signed by the Sponsor by authorised delegate | Position / Title | Print name | Date |
| --- | --- | --- | --- |
| *<Signature space>* | *<Insert title>* | *<Print name>* | *<Insert date>* |

Sponsorship agreement (less than $10,000)

Terms and conditions

1. Background
   1. NSW DoE is committed to meeting education needs for the State of New South Wales and develops specific programs to support and achieve this goal, including the Project.
   2. The Project is an initiative of the NSW DoE and incorporates the activities described in Item 1.
   3. NSW DoE wishes to work with the Sponsor on the Project in accordance with the Terms and Conditions of this Agreement.
   4. In consideration of receiving the Benefits to be provided by the NSW DoE as identified at Item 4, the Sponsor agrees to provide the Sponsor Contributions identified at Item 2.
2. Obligations of the sponsor
   1. The Sponsor agrees to provide the Sponsor Contributions specified at Item 2 at times agreed between the Parties and in accordance with any Special Conditions identified at Item 5.
   2. The Sponsor warrants that any goods that are part of the Sponsor Contributions will be of merchantable quality, as described, free from defect or fault and fit for purpose, as implied under the Trade Practices Act (1974).
   3. The Sponsor agrees to exercise any rights or benefits which are the subject of this Agreement in a manner which is consistent with the good name, goodwill, reputation and image of the NSW DoE and the Project.
   4. The Sponsor agrees that all Benefits it expects to receive from NSW DoE are set out in this Agreement.
3. Obligations of NSW DoE
   1. NSW DoE agrees to provide the Benefits specified at Item 4 at times agreed between the Parties and in accordance with any Special Conditions identified at Item 5.
   2. NSW DoE agrees that all Sponsor Contributions it expects to receive from the Sponsor are set out in this Agreement.
4. Sponsorship value and payment
   1. The parties agree that the provision of Benefits to the Sponsor is a taxable supply under the GST Legislation.
   2. Each party warrants that it is registered under the GST Legislation and further undertakes that it will advise the other party should any change occur in that registration
   3. NSW DoE will issue a tax invoice to the Sponsor for the Sponsorship Value specified at Item 2 in accordance with the Payment Terms specified in Item 3 for all cash/value-in-kind contributions.
   4. Where the Sponsor’s Contribution is value-in-kind, they will issue a reciprocal Tax Invoice to NSW DoE for the agreed value of this Contribution.
5. Marketing and publicity
   1. Any agreed marketing and publicity specified in this Agreement will be done in accordance with the terms specified in this Agreement at Item 4 or as agreed between the Parties, including, as applicable, adherence with any style/identity guidelines, approvals prior to publishing and agreed placement.
   2. Except as specified in this Agreement neither party may use the Intellectual Property Rights (including any trade mark or logo) of the other party or make public acknowledgement of the sponsorship arrangement without the prior written approval of that party, in the party's absolute discretion.
   3. The Sponsor acknowledges that NSW DoE and its staff, in providing public statements approved by the Sponsor to Ministers and Senior Officers, are not in a position to control comments made in public by Ministers or Senior Officials.
6. Term and termination
   1. This Agreement will commence on the Start Date and terminate on the End Date specified at Item 6 unless terminated earlier.
   2. Either party may terminate this Agreement if:
      1. the other party breaches the Agreement and fails to remedy the breach within 14 days after being given notice to do so;
      2. the other party suffers an insolvency event;
      3. the parties jointly agree in writing to terminate the Agreement.
   3. NSW DoE may terminate this Agreement early if:
      1. the Project ceases to exist or changes to such an extent that it is no longer appropriate in the reasonable opinion of NSW DoE that the Sponsor be involved;
      2. there is a change in the affairs or reputation of the Sponsor which, in the reasonable opinion of NSW DoE, causes or has the potential to cause detrimental impact on the good name, goodwill, reputation and image of the NSW DoE and the Project.
   4. Effect of termination
      1. Termination of this Agreement for whatever reason does not affect any rights or obligations which have accrued or are owing prior to such termination.
      2. Upon expiration or early termination of this Agreement, the parties must stop exercising the rights provided under this Agreement.
      3. NSW DoE will not be liable to pay compensation or reimburse the Sponsor for any part of the Sponsorship Value should early termination occur.
      4. If early termination of this Agreement occurs due to any action of the Sponsor resulting in Clause 6.2 (a) or (b) or 6.3(b) coming into effect, the Sponsor agrees to pay in full any outstanding contribution to NSW DoE.
7. Confidentiality
   1. The Parties will not at any time either during the term of this Agreement, or after termination of this Agreement, for any reason divulge any of the affairs or secrets of the other party or the terms of this Agreement to any company, person or persons without the previous written consent of the other Party unless such disclosure is required by the law or to its professional advisers.
8. Undertakings
   1. Each Party agrees that by entering into this Agreement and performing its obligations under this Agreement it will not contravene any law to which it is bound, breach any of its contractual commitments or infringe any intellectual property right of any other person.
   2. The Sponsor undertakes they will comply with all relevant policies and guidelines of the NSW Department of Education as identified in the [DoE policy library](https://education.nsw.gov.au/policy-library).
9. Indemnity
   1. Each party shall indemnify the other from and against any action, proceeding, claim, demand, costs and expenses including legal costs and expenses whatsoever which may be taken or made against any of the indemnified parties arising as a result of any negligent or wrongful conduct by the indemnifying party in relation to its obligations under this Agreement.
   2. The Sponsor shall maintain during the term of this Agreement worker’s compensation and public liability insurance and if requested by NSW DoE, will provide evidence of all or any such insurances and their currency.
10. Dispute resolution
    1. Any dispute or difference that the parties cannot resolve within twenty-eight (28) days shall be submitted to mediation. The mediator shall be a person agreed between the parties. Should the parties fail to agree upon a mediator, then the mediator shall be a person agreed between the parties chosen from a panel suggested by the Australian Commercial Disputes Centre (ACDC) and failing agreement shall be a person nominated by the Chair of the Board of Directors of the ACDC.
    2. The mediation shall be held in accordance with and subject to the laws of the State of New South Wales and the parties agree that the decision of the mediator will be final.
11. Waiver
    1. The failure of NSW DoE at any time to enforce any of the terms or conditions of this Agreement or to exercise any right hereunder shall not constitute a waiver of the other terms and conditions or affect NSW DoE’s right thereafter to enforce those terms and conditions.
12. No assignment
    1. The Sponsor shall not assign any or all of its rights or obligations under this Agreement.
13. Variation and notices
    1. This Agreement may not be varied except in writing signed by both parties.
    2. All notices must be in writing and delivered either:
       * 1. in person;
         2. by registered mail;
         3. by facsimile; or
         4. by email.
    3. The contact details for notices are outlined in the Parties details contained at the beginning of this Agreement.
    4. Each party shall execute such Agreements, deeds and documents and do, or cause to be executed or done, all such acts and things as shall be necessary to give effect to this Agreement.
14. Governing law
    1. This Agreement shall be governed and construed in accordance with the laws of the State of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of that State.
15. Signatories
    1. The signatories to this agreement personally warrant that they have express and sufficient authority to execute this Agreement on behalf of the party on whose behalf they sign.