



Sponsorship Agreement

(NTG sponsoring CDU)

PARTIES

BETWEEN: The **NORTHERN TERRITORY OF AUSTRALIA** (ABN 84 085 734 992) represented by its agency named at Item 1 ("NTG")

AND: **CHARLES DARWIN UNIVERSITY** (ABN 54 093 513 649) of Ellengowan Drive, Casuarina in the Northern Territory of Australia ("CDU")

CONTRACT DETAILS

Item	Details
Item 1 NTG Agency	
Item 2 NTG Address for Service of Notices	Contact person and position: Address: Postal address: Email:
Item 3 NTG Contact Person responsible for day to day communications	Name: Telephone: Email:
Item 4 CDU Address for Service of Notices	Contact person and position: Address: Postal address: Telephone: Email:
Item 5 CDU Contact Person responsible for day to day communications	Name: Telephone: Email:
Item 6 Sponsored Activity	<Clearly describe the Sponsored Activity in detail, e.g. event, award, parade, conference, property or asset). Consider the 'who, what, when, where, why and how' in describing the activity, including any key dates or timeframes>
Item 7 Activity Completion Date	<insert a date by which the Sponsored Activity will be complete>
Item 8 Sponsorship Amount	\$
Item 9 Payment Schedule	<insert the date or dates by which the Sponsorship Amount will be paid to CDU. If the payment is to be made in instalments insert the

	individual payment amounts with the date of each instalment. If payment is to be made on completion of milestones, set out the milestones>
Item 10 Sponsorship Rights	<list the rights and benefits the NTG will receive in return for giving CDU the Sponsorship Amount. These might include specific acknowledgments, naming rights, signage rights, advertisements, merchandising, leveraging opportunities, an exhibition booth, hospitality, VIP access, tickets, Ministerial attendance/speech, or photographs, video or other images of the event. Refer to, and include, an attachment listing the rights and benefits if required [Note your Agency's gifts and benefits policy might apply]>
Item 11 NTG Logo	<insert the NT Government and/or Agency logo CDU is to use to acknowledge your agency's sponsorship of the Activity>
Item 12 Special Conditions	<list any special conditions required - they should be legally reviewed. Note the Agreed Terms are standard and may only be amended by way of Special Condition>

Note these Agreed Terms are standard and may only be amended by way of Special Condition at Item 10.

AGREED TERMS

1. Definitions, Interpretation and Priority

- 1.1 In this Agreement, unless the context otherwise requires:
- (a) **Business Day** means any day which is not a Saturday, Sunday or a public holiday in Darwin in the Northern Territory under the *Public Holidays Act 1981* (NT).
 - (b) **Item** means an item set out in the Contract Details section of this Agreement;
 - (c) unless the context otherwise requires, capitalised terms refer to those terms set out in the Items;
 - (d) any amount required by a party to be refunded or repaid under this Agreement is a debt due and payable to that party;
 - (e) the words 'include' or 'includes' are not words of limitation;
 - (f) a word denoting the singular includes the plural and vice versa;
 - (g) a word denoting an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
 - (h) a reference to any party to this Agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assignees;
 - (i) a reference to 'dollars' or '\$' is to an amount in Australian currency; and
 - (j) where a clause requires notice, consent, approval, agreement or words of similar effect, then it must be given or obtained in writing to be effective.
- 1.2 To the extent of any inconsistency, the Special Conditions (if any) will take priority over these Agreed Terms.

2. Term of Agreement

- 2.1 This Agreement will commence on the date the last party to sign this Agreement does so and, unless terminated earlier in accordance with this Agreement or extended by the parties' prior agreement, will expire on the Activity Completion Date.

3. Sponsorship

- 3.1 In consideration of CDU granting the Sponsorship Rights to the NTG, and following the NTG's receipt of:
- (a) CDU's bank account details; and
 - (b) a valid tax invoice,
- the NTG agrees to pay to CDU the Sponsorship Amount in accordance with the Payment Schedule to support CDU in undertaking the Sponsored Activity.
- 3.2 CDU must use the Sponsorship Amount for the sole purpose of the Sponsored Activity in accordance with the terms and conditions of this Agreement.
- 3.3 An inspection of the Sponsored Activity site or sites may be carried out by the NTG and CDU must provide the NTG with access for that purpose on its request.
- 3.4 CDU must otherwise undertake the Sponsored Activity at its own expense in all things.

4. Sponsorship Rights

- 4.1 The NTG's Sponsorship Rights include:
- (a) the right to leverage the NTG's support of the Sponsored Activity in public statements and other media to promote its association with and support of the Sponsored Activity for the NTG's governmental purposes; and
 - (b) to the extent required for us to receive the full benefit of our Sponsorship Rights, you grant to us a perpetual, irrevocable, royalty-free, fee-free, world-wide, non-exclusive licence to use, communicate, publish, reproduce and adapt any publication, document, recording, photograph or other material in respect of the Sponsored Activity (**the Licence**), the intellectual property rights of which are owned by CDU.
- 4.2 You warrant that you have obtained all necessary licences, permissions, approvals and consents required to grant the Licence and our use of the material will not infringe the intellectual property rights of a third party.
- 4.3 CDU must not grant an exclusive licence to a third party or enter into any other dealings that would adversely affect the NTG's Sponsorship Rights or be inconsistent with the Licence.

5. Acknowledgement of Support

- 5.1 The NTG's support must be acknowledged in all media releases and promotional material associated with the Sponsored Activity by displaying the NTG Logo and, where appropriate, the phrase "Proudly supported by the Northern Territory Government", in accordance with the following conditions:
- (a) the NTG Logo must be used in its entirety and not altered in any way;
 - (b) the NTG Logo must be displayed in a manner and of a size and prominence equivalent to other sponsors making a similar contribution;
 - (c) all material using the NTG Logo must be approved by the NTG prior to publication or distribution; and
 - (d) CDU must do all things reasonably necessary for the NTG to undertake its media and public relations activities in connection with the Sponsored Activity.
- 5.2 CDU must not at any time use, reproduce or publish the NTG Logo for any purpose other than acknowledging the NTG's support for the Sponsored Activity without the NTG's prior consent.
- 5.3 The NTG reserves the right to limit or withdraw CDU's use of the NTG Logo at any time.
- 5.4 All advertising and promotional material produced, published, broadcast, displayed or exhibited by CDU in connection with the Sponsored Activity must be truthful and accurate and CDU must comply with the standards from time to time set down by the Media Council of Australia, the Advertising Standards Council or any similar body charged with the administration in Australia of voluntary codes of advertising.
- 5.5 CDU must not allow, authorise, make or do any statement, act or omission in connection with this Agreement that, in the NTG's reasonable opinion, could or would adversely affect or bring into

disrepute the NTG's reputation, intellectual property, image, branding or goodwill in the eyes of the public.

6. Insurance, Risk and Liability

- 6.1 For the duration of the Sponsored Activity CDU must, at its own cost, effect and maintain insurance policies in amounts that a prudent organiser would reasonably be expected to hold in respect of an activity similar to the Sponsored Activity, including public liability insurance (if applicable) for a minimum of \$20 million per occurrence, volunteer insurance (if the Sponsored Activity involves volunteers), and workers compensation insurance required by law.
- 6.2 CDU acknowledges and agrees that it undertakes the Sponsored Activity at its own risk and, to the extent permitted by law, the NTG expressly excludes any and all loss or liability that may arise out of or in the course of the Sponsored Activity, except to the extent the loss or liability is directly caused or contributed to by the negligent act or omission of the NTG.

7. GST

- 7.1 In this clause 7, the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 7.2 The parties have entered into this Agreement on the understanding that:
- (a) they are both 'government-related entities' as defined in the GST Act, and either:
 - (b) the payment of the Sponsorship Amount is:
 - (i) covered by an appropriation under an Australian law; and
 - (ii) calculated on the basis that the sum of the Sponsorship Amount and anything else that you receive from another person or entity in connection with, in response to or for the inducement of a supply you make under this Agreement, or a related supply, does not exceed your anticipated or actual costs of making those supplies; or
 - (c) the payment of the Sponsorship Amount is a kind of payment specified in the regulations made for the purpose of s 9-17 of the GST Act.
- 7.3 On the basis of the matters outlined in this clause 7, the parties rely on s9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement.
- 7.4 If despite the above, one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice, an additional amount to the supplier equal to the GST imposed on the supply in question.

8. Postponing or Cancelling the Sponsored Activity

- 8.1 CDU may in its absolute discretion postpone or cancel the Sponsored Activity or any part of the Sponsored Activity.
- 8.2 CDU must promptly notify the NTG of any such postponement or cancellation with details and at CDU's discretion it may:
- (a) agree to extend the Activity Completion Date to a specified date; or
 - (b) by notice require the NTG to refund that part of the Sponsorship Amount that has not been expended or legally committed for expenditure for the Sponsored Activity.

9. Unexpended or Misused Monies

- 9.1 If the Sponsorship Amount, or part of it, is not expended on the earlier to occur of:
- (a) the Activity Completion Date; or
 - (b) termination of this Agreement,
- the NTG must promptly repay that part of the Sponsorship Amount that has not been expended.

9.2 If at any time NTG forms the reasonable opinion that the Sponsorship Amount, or a part of it, has not been used in accordance with this Agreement, then NTG may by notice require CDU to repay that part of the Sponsorship Amount not used in accordance with this Agreement.

10. Confidentiality and Privacy

10.1 Unless required or otherwise authorised by law, a party must not disclose any of the substantive terms or conditions of this Agreement to any third party without the prior consent of the other party.

11. Intellectual Property

11.1 Subject to clause 4.1, all copyright and other intellectual property rights contained in or arising from the Sponsored Activity remain the property of the CDU.

11.2 This clause 11 does not apply to intellectual property rights in the NTG Logo, or in trademarks, publications, documents, recordings, photographs and other material the NTG produces or supplies to CDU for the purposes of promoting the NTG's support of the Sponsored Activity.

12. Dispute Resolution

12.1 If a dispute arises between the parties as to any matter or thing arising out of this Agreement (**Dispute**), the party claiming the Dispute must promptly give notice to the other party setting out the particulars.

12.2 The parties will, in the first instance, take reasonable steps to resolve the Dispute by negotiation (including referring the Dispute to NTG Agency's Chief Executive Officer and CDU's Vice Chancellor or their delegates) and mediation before instituting legal proceedings.

12.3 Notwithstanding the existence of a Dispute, but subject to lawful termination in accordance with this Agreement, each party must continue to perform its obligations under this Agreement.

13. Termination

13.1 If a party does not comply with any of its obligations under this Agreement, then the other party may:

- (a) if it reasonably considers that the non-compliance is not capable of remedy, terminate this Agreement immediately by notice; or
- (b) if the non-compliance is capable of remedy, give notice requiring the non-compliance to be remedied within the timeframe specified in the notice and, if not remedied within that time, may immediately terminate this Agreement by giving a second notice.

13.2 Notwithstanding any other provision of this Agreement, the NTG may terminate this Agreement immediately by notice if CDU:

- (a) breaches clause 4, clause 5.5 or any essential term of this Agreement;
- (b) materially breach any laws in force in the Northern Territory from time to time,

and the NTG may require CDU by notice to repay that part of the Sponsorship Amount that has not been expended or legally committed for expenditure for the Sponsored Activity in accordance with this Agreement.

13.3 The NTG may terminate this Agreement at its discretion if, as a result of any change in Northern Territory or Commonwealth government policy, the payment of monies which form part or all of the Sponsorship Amount will cease, be redirected or be materially reduced.

13.4 In the event that this Agreement is lawfully terminated by a party, that party will not be liable to the other party for any loss (including any projected revenue) or damage howsoever incurred or suffered by the non-terminating party.

14. Notices and Other Communications

14.1 All notices required or permitted to be given under this Agreement must be served personally, by prepaid registered post or by email to the Address for Service of Notices of the relevant party set out in the Items (or to such other address as a party may have substituted for it by notice to the other parties).

14.2 A notice is deemed to have been received:

- (a) if served personally, upon hand delivery;
- (b) if sent by prepaid registered post, on the third Business Day after posting;
- (c) if sent by email, on the first to occur of:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) 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 been delivered,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

14.3 The parties' contact persons for day to day communications regarding the sponsorship are the NTG Contact and the CDU Contact named in the Items, or such other person as may be advised by a party from time to time.

15. Force Majeure

15.1 If a party is unable or likely to be unable, wholly or in part, to carry out any of its obligations under this Agreement by reason of an event outside that party's reasonable control (including strikes or industrial disputes, failure of a utility service or transport network, act of God or natural disaster, pandemic, war or terrorism) that could not have been reasonably foreseen or avoided by exercise of due diligence by the affected party (**Force Majeure Event**) that party must:

- (a) promptly give notice to the other party including full particulars of the event, its likely duration, the obligations affected by it, the extent of the event's effect on those obligations, and the steps taken or that will be taken to address or rectify it; and
- (b) use its best endeavours to avoid, reduce, overcome, rectify or minimise the effect of the Force Majeure Event,

and the parties' affected obligations (including the NTG's obligation to pay the Sponsorship Amount) are suspended, and necessary timeframes extended, as long as that event continues.

15.2 Notwithstanding clause 15.1, if a Force Majeure Event continues to prevent the affected party from carrying out any of its material obligations for more than 60 days in a row, either party may immediately terminate this Agreement by notice to the other party and clause 9 will apply.

16. General

16.1 Public Accountability: CDU acknowledges and agrees:

- (a) the NTG may do anything in connection with this Agreement that may be required for compliance with the NTG's public accountability responsibilities, including legislative obligations under financial management, privacy and freedom of information laws; and
- (b) money and other resources received by CDU from the NTG's are 'public resources' under the *Independent Commissioner Against Corruption Act 2017* (NT), under which the Independent Commissioner Against Corruption has jurisdiction.

16.2 Variations: No variation of this Agreement will be effective unless in writing and signed by the authorised representatives of each the parties.

16.3 Compliance with laws: The parties must comply with all laws in force in the Northern Territory or otherwise applicable to them from time to time.

16.4 Survival: All clauses in this Agreement that are expressly, by their nature or by implication, intended to survive termination shall continue to operate after termination.

16.5 Entire Agreement: This document contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings between the parties.

16.6 Relationship: Nothing in this document will be construed so as to constitute a relationship of partnership, employer and employee, or joint venture between the parties and the NTG will not be responsible for any monies CDU owes to any third party.

- 16.7 Assignment: A party must not assign, transfer or otherwise deal with this Agreement or any right, benefit or obligation under this Agreement without the prior consent of the other party.
- 16.8 Severability: If a court determines that a word, phrase, sentence, paragraph or provision in this document is unenforceable, illegal or void then it will be severed and the other provisions of this Agreement will remain operative.
- 16.9 Waiver: A failure by a party to enforce an obligation, make a claim, or exercise a right or remedy under this Agreement, including consequent upon a breach, will not constitute a waiver of the obligation, claim, right or remedy, unless the waiver is in writing and signed by an authorised representative of that party.
- 16.10 Governing Law: This Agreement is governed by and construed in accordance with the laws of the Northern Territory and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- 16.11 Counterparts: This Agreement may be executed by the parties in counterparts and will become effective when all counterparts have been signed and delivered to the other parties.
- 16.12 Electronic execution: To the extent permitted by law, a party may validly execute this agreement by attaching d signature(s) to this Agreement using a recognised digital signature platform.

SIGNING

Executed by the parties as an Agreement.

SIGNED by (name)
of delegate) for and on behalf of the **NORTHERN**)
TERRITORY OF AUSTRALIA pursuant to a)
delegation under the *Contracts Act 1978* in the (Signature of Delegate)
presence of:)
Date: / /

.....
(Signature of Witness)
.....
(Name of Witness)

The **COMMON SEAL** of the **CHARLES DARWIN**)
UNIVERSITY is affixed in accordance with its)
establishing legislation, the *Charles Darwin*)
University Act 2003, in the presence of:)

.....
Signature of Vice Chancellor
.....
Name of Vice Chancellor

Date: / / 20.....