

TERMS AND CONDITIONS – NEAS 2020 Sponsorship Agreement

1. TERM OF CONTRACT

The term of this contract shall commence on the date of signing and continue until 30th June 2020 or where either of the parties terminates pursuant to the terms and conditions of this contract.

2. SPONSORSHIP RIGHTS AND BENEFITS

a. Grant of Sponsorship Rights to Signing Party (hereafter referred to as SPONSOR)

(a) The term 'sponsor' includes any person, firm, company or corporation and its employees and agents identified on the application form or other written request for exhibition space.

(b) NEAS grants to **SPONSOR** sponsorship right in the "2020 NEAS Conference" sponsorship category.

b. Sponsorship Benefits

(c) **SPONSOR** will be entitled to the following sponsorship benefits:

i. As per those detailed on pages 2 of this document

c. Right to Use Official NEAS Logo to Promote Sponsorship

NEAS grants to **SPONSOR** the non-exclusive, non-transferable, royalty free license to reproduce and display the NEAS logo during the term of this agreement in order to promote its sponsorship of the 2020 NEAS Conference.

3. COOPERATION

- a. Both NEAS and **SPONSOR** will endeavour to conduct itself in a manner so as to present a professional and high quality promotion and image of the NEAS and **SPONSOR**.
- b. NEAS must not bring into disrepute or otherwise damage the name or goodwill of **SPONSOR** or the corporate identification.
- c. **SPONSOR** must not bring into disrepute or otherwise damage the name or image of the NEAS.
- d. NEAS will use its best endeavours to ensure that all third parties act consistently with the Sponsorship Rights and Benefits and do everything necessary in order for NEAS to perform its obligations under this Agreement.
- e. NEAS will use its best endeavours to prevent any third party from infringing the rights of its sponsors and if necessary take legal action to stop any actions and protect the rights of any sponsors.

THE CONFERENCE

f. Staging of the Conference

NEAS must stage the following Events, unless otherwise agreed by **SPONSOR**:

(i) 2020 NEAS Conference

g. Quality of the Conference

NEAS must ensure that the field of speakers, sponsors, and venue is commensurate with the high quality and reputation of the Conference and the benefits to be provided to **SPONSOR** under this Agreement.

h. **References to the Event**

- 2) **SPONSOR** and NEAS must refer to the Event in all advertising materials by the Event Name, as outlined below:
 - (i) *2020 NEAS Management Conference*
- 3) NEAS will use its best endeavours to ensure that all third parties refer to the Event using the Event Name, as outlined above.

i. **Official Event Logo of the Event**

All rights pertaining to the Official Event Logo are reserved by NEAS.

4. ADVERTISING AND PROMOTIONAL MATERIAL

- a. In respect of any advertising materials produced by NEAS containing any corporate identification, NEAS will use its best endeavours to obtain **SPONSOR** approval before the advertising materials are authorized for publication. Such approval will not be unreasonably withheld or delayed.
- b. In respect of any advertising materials produced by **SPONSOR** containing any corporate identification, **SPONSOR** must obtain NEAS approval before the advertising materials are authorized for manufacture or publication. Such approval will not be unreasonably withheld or delayed.

5. SIGNAGE AND EQUIPMENT

- a. NEAS will be responsible for the security of all signage and equipment after it has been delivered by **SPONSOR** to NEAS, the venue, or event.
- b. NEAS will be responsible for the proper and effective installation, dismantling and packaging of all signage and equipment, unless otherwise provided in this agreement.
- c. NEAS will endeavour to ensure that signage is best positioned in prime locations for maximum exposure at events and for any media coverage.
- d. Subject to wear and tear, NEAS will ensure that all signage and equipment remains in a presentable condition.

6. SPONSORSHIP MONIES

a. **Payment of Sponsorship Monies**

- (a) In consideration of the Rights and Benefits granted to **SPONSOR** and the obligations to be performed by NEAS, under this Agreement, **SPONSOR** will pay NEAS the sponsorship monies on or before the dates as set out in the Sponsorship Monies Payment Schedule, subject to NEAS compliance with this clause.
- (b) Except to the extent otherwise provided in this Agreement, the Sponsorship Monies will be the total fees payable by **SPONSOR** for the Sponsorship Inclusions and Schedule provided by NEAS under this Agreement.
- (c) No additional charges will be made on account of new or existing or increased government levies or charges applicable to this agreement other than where the liability to pay such levies or charges is imposed directly on **SPONSOR** by an amendment or enactment of relevant legislation or an agreed variation to this agreement.

b. **Sponsorship Monies Payment Schedule**

- (a) Upon signing of this agreement, an invoice will be raised with the aforementioned schedule of payment being summarised
- (b) Sponsorship monies will be used to cover costs associated with deposits and down-payments for venue, printing, and marketing collateral.
- (c) The amounts quoted in Sponsorship Inclusion and Schedule does not include GST

c. Invoicing of Sponsorship Monies

NEAS will forward a statement summarising **SPONSOR** balance outstanding when the payment of the sponsorship monies are due for payment and as specified in the Invoice

d. GST

The sponsorship monies exclude any GST payable on any supply by NEAS under or in connection with this Agreement.

7. TAX

a. Documentation

The parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under this Agreement.

8. CONFIDENTIALITY

a. Protection of Confidential Information

Subject to each party's rights under this Agreement, each recipient must:

- (a) Hold the confidential information in strict confidence and not disclose or cause or permit the disclosure of the confidential information, except as required by law or as permitted under this agreement or with the prior written consent of the discloser; and
- (b) Do anything reasonably required by the discloser to restrain a breach of confidentiality by any person.

b. Permitted Use and Disclosure

Each recipient may only:

- (a) Use the confidential information for a purpose necessary for exercising its rights or performing its obligations under this agreement or as required by law; and
- (b) Allow access to the confidential information to such of the recipient's employees, directors or professional advisers who have a genuine need to know that confidential information.

9. INDEMNITY

a. Indemnity by NEAS

NEAS indemnifies **SPONSOR** against any claim, action, damage, loss, liability, cost or expense that **SPONSOR** may suffer, pay, incur or is liable for directly or indirectly by reason of or in any way arising out of or in connection with:

- (a) Any breach of this Agreement by NEAS; or
- (b) Any negligent act or omission, fraud or wilful misconduct on part of the NEAS

b. Indemnity by SPONSOR

SPONSOR indemnifies NEAS against any claim, action, damage, loss, liability, cost or expense that NEAS may suffer, pay, incur or is liable for directly or indirectly by reason of or in any way arising out of or in connection with:

- (a) Any breach of this Agreement by SPONSOR or
- (b) Any negligent act or omission, fraud or wilful misconduct on part of the SPONSOR

10. TERMINATION

11.1 Mutual Termination Events for Default

SPONSOR or NEAS may only terminate this Agreement by written notice if:

- (a) One party breaches a material term of this Agreement; and
 - (i) It cannot be remedied; or
 - (ii) If capable of being remedied, such breach is not remedied within 30 business days of a written request by the other party to remedy that failure
- (b) It becomes illegal for one party to perform any of its material obligations under this Agreement;
- (c) An Insolvency Event occurs in relation to either party;
- (d) Any warranty, representation or statement by either party is or becomes false or incorrect when made or regarded as made

11.2 SPONSOR Grounds for Termination for Default

SPONSOR may immediately terminate this Agreement by written notice to NEAS if:

- (a) The **SPONSOR** name is, in the reasonable opinion of **SPONSOR** brought into disrepute by NEAS or by being associated with NEAS.
- (b) Upon termination of this Agreement by **SPONSOR**, NEAS will refund to **SPONSOR** the Sponsorship Monies paid in relation to any Event, Program or Activity which was scheduled to be held after the date of termination.

11.3 NEAS Grounds for Termination for Default

NEAS may immediately terminate this Agreement by written notice to **SPONSOR** if:

- (c) NEAS's name is, in the reasonable opinion of NEAS brought into disrepute by **SPONSOR** or by being associated with **SPONSOR**.
- (d) Upon termination of this Agreement by NEAS, **SPONSOR** will forfeit any monies already paid in Sponsorship Monies and all rights referred to in Clause 2.

11. AMENDMENTS OR VARIATION

No amendment or variation of this Agreement is valid or binding on a party unless in writing and executed by all parties.

12. GENERAL

a. Compliance with Laws

In performing its obligations under this Agreement, each party will comply with all statutes, orders, by-laws, regulations or other laws of any Governmental Agency.

b. Relationship of Parties

Nothing in this Agreement will be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.

c. Costs and Expenses

Each party must pay its own legal costs and expenses for the negotiation, preparation, completion and stamping of this Agreement.

d. Governing Law and Jurisdiction

- (a) This Agreement is governed by the law of NSW
- (b) Each party submits to the exclusive jurisdiction of the courts of NSW and the courts hearing appeals from them.

e. Anti-corruption

- 13.1** The Parties shall not commit, authorise or permit any action which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.
- 13.2** Each Party agrees that it will neither offer nor give, or agree to give, to any employee, representative or third party acting on behalf of another party nor accept, or agree to accept from any employee, representative or third party acting on behalf of another party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this agreement.
- 13.3** Each Party shall promptly notify the other Party, if the first Party becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this agreement.
- 13.4** If a Party breaches clause 13.1, 13.2 or 13.3, or if a Party has reasonable cause to believe that the other Party has breached clause 13.1, 13.2 or 13.3, the Party not in breach may terminate this agreement with immediate effect.