|  |
| --- |
| **INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED BEFORE SENDING TO ORGANISATION):** This is the standard form Government agreement for providing sponsorship to Organisations. The relevant Department is to refer to the *Queensland Government Sponsorship Policy* and the *Guidelines for Outgoing Sponsorship* to determine whether this form of Agreement is appropriate for their circumstances. The Department needs to fill out all yellow highlighted sections with details of the sponsorship. For your assistance, guidance notes and examples are included in ***blue italics***. It is in the State’s interest to ensure the Particulars of the Sponsorship (set out in the Schedule) are described as clearly and accurately as possible. Before giving the Organisation this Agreement, the Department is to delete: this note, all yellow highlighting and the notes and examples in blue italics. The Department should refer any queries to their sponsorship representative in the first instance, and then their legal unit.***Note: Terminating where the Organisation is or becomes Insolvent.*** Clause 16 of the Terms and Conditions provides that the State may terminate where the Organisation is or becomes Insolvent.Section 415D of the *Corporations Act 2001* (Cth) (which will commence on 1 July 2018 unless proclaimed earlier) prevents a party from enforcing rights under a contract against a Corporation for specified insolvency events. Section 415D(1) of the Act operates as a stay of enforcement of the relevant contractual provisions, so that a party cannot enforce a right to terminate for the specified insolvency events while the stay is in force. Other subsections in s 415D prescribe circumstances where s 415D(1) will not apply. Those circumstances include where a right is prescribed in a regulation or other legislative instrument. A Department considering terminating this Agreement on the ground of insolvency should seek legal advice before taking any action purporting to terminate the agreement. |

**Uncontrolled copy**. Refer to the Department of Education Policy and Procedure Register at

[https://ppr.qed.qld.gov.au/pp/sponsorship-procedure](https://ppr.mpe.qed.qld.gov.au/pp/sponsorship-procedure) to ensure you have the most current version of this document.

**Outgoing Sponsorship Agreement**

<<Name of Initiative>>

Between

**State of Queensland acting through the <<Department>>**

and

**<<Correct legal name of the Organisation>>**

|  |
| --- |
| **NOTE TO ORGANISATION:** SCHEDULES 1, 2 and 3 to be read in conjunction with the TERMS AND CONDITIONS.  |

**SCHEDULE 1 – PARTICULARS OF SPONSORSHIP**

| **ITEM** | **REF CLAUSE NO.** | **INFORMATION** | **DETAILS** |
| --- | --- | --- | --- |
| 1.
 | Clauses 1.1 and 17 | **Organisation Details** | Name: «Organisation»ABN/ACN: «ABN» Address: «Address\_1»«Address\_2»«Suburb» «State» «Post\_code»Telephone: «Organisation\_telephone»Email: «Organisation\_email\_address»Contact Person: «First\_Name» «Surname»Position of Contact Person: «Position»***The Contact Person is the person whom the State contacts about this Agreement. The Contact Person will receive all communications, other than notices, under this Agreement.***Delegate: «First\_Name» «Surname»Position of Delegate: «Position»***The Delegate will receive all notices under this Agreement. The Delegate is the person responsible for negotiating and resolving disputes on behalf of the Organisation (see clause 15). This person must have authority to settle any disputes for the Organisation.***  |
| 1.
 | Clauses 1.1 and 17 | **State Details** | Name: State of Queensland acting through the «Department»ABN/ACN: «ABN»Address: «Address\_1»«Address\_2»«Suburb» «State» «Post\_code»Telephone: «State\_telephone» Email: «State\_email\_address»Contact Person: «First\_Name» «Surname»Position of Contact Person: «Position»***The Contact Person is the person whom the Organisation contacts about this Agreement. The Contact Person will receive all communications, other than notices, under this Agreement.***Delegate: «First\_Name» «Surname»Position of Delegate: «Position»***The Delegate will receive all notices under this Agreement. The Delegate is the departmental officer responsible for negotiating and resolving disputes on behalf of the State (see clause 15). This officer must have authority (including any relevant financial delegation) to settle any disputes for the State.*** |
| 1.
 | Clauses 1.1 and 5.1(a)  | **Initiative** | <<Insert description of the Initiative>>***The Initiative refers activity to be conducted by the Organisation (for example, an event, parade, award ceremony, conference) or the Organisation’s asset to be sponsored by the State.*** ***When drafting the description of the Initiative, you should consider the ‘who, what, when, where, why and how’ of the Initiative and any key dates or timeframes.*** ***For example:*** ***The Queensland Government Awards (Awards) will be held by the State at the State Library of Queensland in Brisbane on 1 July 2019. The Awards are open to all Queensland Government employees, and held annually to acknowledge the contributions made by public sector employees.******Nominations will open in November 2018, with assessment to take place in March 2019.*** ***The nominations for each category will be assessed by an independent judging panel which will include the Premier of Queensland. The winner of each category will be announced at the ceremony on 1 July 2019.*** |
| 1.
 | Clause 1.1 | **Completion Date** | <<Insert>>***The Completion Date should be the last day upon which:**** ***any activity takes place in relation to the Initiative***
* ***any part of the Sponsorship Entitlements or In-Kind Support are to be delivered***
* ***any part of the Sponsorship Fee is to be paid or***
* ***any report is due.***
 |
| 1.
 | Clauses 1.1 and 5.1(i) | **Relevant Target Audience** | <<Insert>>***The Organisation must use its reasonable endeavours to market the Initiative to the Relevant Target Audience. Care must be taken to ensure the audience for the Initiative is described accurately.******Where applicable, primary and secondary audiences can be used.******For example:*** ***The Initiative will be conducted to attract the attendance of residents from Brisbane and South East Queensland.******OR******The Initiative will be conducted to attract scientists working in the molecular research field at an international level.*** |
| 1.
 | Clauses 1.1 and 5.1(b) | **Outcomes** | The required Outcomes of the Initiative are as follows:<<Insert>>***The Organisation must ensure the Outcomes are being achieved and provide the State with a Final Report at the end of the Initiative demonstrating this. Provision of the Sponsorship Fee and/or In-Kind Support (or part thereof) by the State may be dependent upon these Outcomes being satisfactorily achieved, as demonstrated in the Final Report, so it is important that these Outcomes are clearly defined and specific. Where possible, the Outcomes should be measurable.******For example:**** ***increased profile of Queensland companies***
* ***promotion of technology for use by Queensland companies***
* ***promotion of Queensland artists via internet hyperlink to each artist’s website***
* ***demonstration of the economic and social value of the use of renewable energy by Queensland companies.***
 |
| 1.
 | Clauses 1.1, 3.2 and 5.1(f) | **Sponsorship Entitlements** | <<Insert>>***The Organisation must provide the State with the Sponsorship Entitlements in exchange for the State contributing a Sponsorship Fee and/or In-Kind Support for the Initiative. It is to the State’s benefit to ensure the Sponsorship Entitlements are specified as clearly as possible.******When drafting the Sponsorship Entitlements, you should always consider the following (at a minimum):**** ***What exactly is to be delivered by the Organisation?***
* ***Is the State to receive the exclusive benefit of the entitlement?***
* ***When will the Organisation deliver the entitlement?***
* ***How will the Organisation deliver the entitlement?***
* ***If applicable, where will the entitlement be delivered by the Organisation?***
* ***Will there be any costs associated with the delivery of the entitlement? If so, who will bear these costs?***
* ***Will it always be possible for the Organisation to deliver the entitlement, or is the delivery of the entitlement subject to a particular event, circumstance or the consent of another party?***
* ***Will the State want to approve any aspects of the entitlement prior to delivery?***

***For example:******Naming rights****The State will be acknowledged as the naming rights sponsor for one (1) of the keynote speaker sessions. The keynote speaker sessions are allocated in consultation with the Initiative program committee. This acknowledgement includes acknowledgement in the Initiative program alongside the speaker’s name, acknowledgement by the session chairman and keynote speaker of the State’s support and showing the Coat of Arms during the relevant keynote presentation.****Official acknowledgement****The State will be acknowledged in all media announcements or speeches made by the Organisation between 10 March 2018 and 5 June 2018 as an official partner of the Initiative. The State acknowledges this is not an exclusive right and that there will be other official sponsors of the Initiative.**The following statement will be included in all media announcements, speeches and Advertising Materials made or produced by the Organisation between the Commencement Date and 5 June 2018:**Examples include:**“<Initiative> is proudly supported by the Queensland Government” OR**“<Initiative> is proudly supported by the <Department Name>, Queensland Government” OR**“Queensland Government is a major / principal / government sponsor of this initiative.” OR**“Proudly supported by the Queensland Government.” OR**“Queensland Government is a major sponsor of this initiative.”****Premier’s/Minister’s Attendance****The Organisation will invite the Premier or appropriate representative to attend the parade at South Bank Parklands to be held as part of the Initiative at the South Bank Parklands, Brisbane between 10 am and 1 pm on 5 July 2018 to announce the State as the official sponsor of the Initiative in the speech to be given at 12 pm.****Organisation’s Logo****The Coat of Arms will appear at the bottom right-hand side of the final page of all Advertising Materials distributed by the Organisation for the Initiative between 10 March 2018 and 5 June 2018, subject to the State’s consent of all Advertising Materials.**The Coat of Arms and promotional sentence/paragraph provided by the State will appear on the Organisation’s webpage at <URL> produced by the Organisation for the Initiative between 10 March 2018 and 5 June 2018, subject to the State’s consent. The Coat of Arms will be no smaller in size than 3cm x 2cm and must appear in colour. The State acknowledges this right is non-exclusive.**Departmental names styles should not accompany the Coat of Arms.****Programming****The State will have a representative on the programming team to determine the program for the Conference.****Merchandise*** *The State has the right to distribute its merchandise (limited to flyers, brochures and key rings) at the parade to be held as part of the Initiative at the Organisation’s office at 10 Smith Street, Brisbane between 10 am and 1 pm on 5 July 2018.* ***Signage****The State has the right to display two (2) signs (with maximum dimensions of 6m x 3m) at the entrance to the building located at 10 Smith Street, Brisbane between 9 am and 4 pm on 10 July 2018, subject to consent as to the content of the signs by the Organisation.****Intellectual Property rights and Moral Rights consent for use of photographs****The Organisation will provide the State with a minimum of [number] photographs of the Initiative (photographs).**The Organisation grants to the State (and must procure that relevant third parties grant) the State an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide and transferrable (including sub-licensable) licence to exercise all Intellectual Property rights in the photographs for any purpose of the State or the State of Queensland and the Organisation warrants that it is authorised to grant these rights.**The Organisation must ensure that any individuals who create or contribute to the creation of the photographs consent to:* *(a) not being attributed as the author of the photographs; and* *(b) the State and its licensees undertaking the following types of acts or omissions in relation to the photographs which might otherwise constitute an infringement of Moral Rights:* *(i) the alteration, amendment, deletion or modification of the photographs; and**(ii) any dealing with, or changes to, the photographs.**The Organisation must ensure that any individuals who create or contribute to the photographs provide written consents in the above terms.****Tickets****The State is entitled to three (3) complementary tickets to the conference to be held as part of the Initiative at the Organisation’s office at 10 Smith Street, Brisbane between 10 am and 4 pm on 10 August 2019. This includes attendance at all Initiative sessions and social functions.****Trade exhibition booth****The State will be entitled to five (5) trade exhibition booths at the Initiative venue. Detailed floor plans will be available to the State prior to the commencement of the Initiative.****Access to VIP delegates****The State will have preferential access to Australian and international VIP’s and key speakers.* |
| 1.
 | Clauses 1.1, 3.1, 5.1(b), and 8 and Schedule 2 | **Sponsorship Fee** | ***Please choose one option from below and delete the other, depending on whether the State is providing a Sponsorship Fee.*** ***Option 1: No Sponsorship Fee payable***<<Not applicable (In-Kind Support only).>>***OR******Option 2: Sponsorship Fee payable***<<$[amount] plus GST payable upon the achievement of the Milestones detailed in Schedule 2.>>***If a Sponsorship Fee is payable, you must insert at Schedule 2 the Milestones to be achieved by the Organisation before an instalment of the Sponsorship Fee is payable by the State.*** |
| 1.
 | Clauses 1.1, 3.1, 5.1(b), 8.4 and 8.5 | **In-Kind Support** | ***Please choose one option from below and delete the other, depending on whether the State is providing In-Kind Support.******Option 1: No In-Kind Support***<<Not applicable (Sponsorship Fee only).>>***OR******Option 2: In-Kind Support***<<Insert>>***In-Kind Support will be provided where the State provides goods or services in return for the Sponsorship Entitlements or a portion of the Sponsorship Entitlements, such as advertising space in a Government publication or free bus travel for Initiative attendees.*** ***You should consider whether the relevant obligation constitutes In-Kind support or whether the obligation is a condition of the contract and not a separate consideration for the supply of Sponsorship Entitlements.*** ***For example, an obligation on the State to facilitate a meeting with the Organisation and Stakeholders to facilitate the delivery of the Sponsorship Entitlements is unlikely to constitute a supply of In-Kind Support. Rather, the obligation should be noted in the Sponsorship Entitlements.******It is in the State’s interest to ensure the In-Kind Support is specified as clearly as possible so there is no dispute about what the State should be providing.*** ***When drafting the In-Kind Support, you should consider the following (as a minimum):**** ***What exactly is to be delivered by the State?***
* ***When will the State deliver the support to the Organisation? Does the Organisation need the support delivered by a certain date?***
* ***How will the State deliver the support to the Organisation?***
* ***If applicable, where will the support be delivered by the State?***
* ***Will there be any costs associated with the delivery of the support? If so, who will bear these costs?***

***For example:*** ***Product****The State will provide the Organisation with 20,000 free day passes for travel on public transport to facilitate attendance at the Initiative to be held at the Brisbane Convention and Exhibition Centre on 1 June 2018. The day passes will be delivered by the State to the Organisation by 15 May 2018.* ***Venue****The State will provide the Organisation with reduced venue hire for the Initiative to be held at [venue] between 9 am and 12 noon on 1 April 2018. [Details of the reduction in venue hire price].* ***Staff****The State will provide the Organisation, at no charge to the Organisation, additional Queensland Police Service rostered officers to control the CBD street procession as part of the Initiative to be held at South Bank Parklands, Brisbane between 12 noon and 2 pm on 1 September 2018.* |
| 1.
 | Clause 1.1, 8.4 and 8.5 | **Reasonable market value of In-Kind Support** | ***Please choose one option from below and delete the other, depending on whether the State is providing In-Kind Support.*** ***Option 1: No In-Kind Support*** <<Not applicable.>>***OR******Option 2: In-Kind Support***<<$[reasonable market value] plus GST>>Tax invoices will be exchanged by the Organisation and the State no later than fourteen (14) days after the Completion Date, for the agreed reasonable market value of In-Kind Support and the reasonable market value of the Sponsorship Entitlements (or where both a Sponsorship Fee and In-Kind Support are being provided, the reasonable market value of the Sponsorship Entitlements relevant to the In-Kind Support).>>***The State and the Organisation must exchange tax invoices for the reasonable market value of the In-Kind Support being provided by the State and the Sponsorship Entitlements being provided by the Organisation.*** ***Where both a Sponsorship Fee and In-Kind Support are being provided, the tax invoice for the Sponsorship Entitlement will be for the reasonable market value of the entitlements associated with the In-Kind Support. The balance of the reasonable market value of the Sponsorship Entitlements will equal the Sponsorship Fee.*** ***That is,***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Reasonable Market Value of the Sponsorship Entitlements*** | ***=*** | ***Sponsorship Fee*** | ***+*** | ***Reasonable Market Value of the In-Kind Support*** |

***You must specify the amount (exclusive of GST) that represents the value of In-Kind Support and the relevant portion of the Sponsorship Entitlements to what they could be considered worth in the market. This amount must be a reasonable assessment of the value.*** |
| 1.
 | Clauses 1.1, 4, 6.1(b) and 16.6 | **Coat of Arms** | <<Insert>>***You should insert the relevant Coat of Arms having regard to the Queensland Government corporate identity and Coat of Arms guidelines.*** |
| 1.
 | Clauses4, 6.1(b) and 16.6 | **Coat of Arms Licence** | ***Please choose one option from below and delete the other, depending on whether the State is granting a licence to the Organisation to use the Coat of Arms.******Option 1: No licence to use Coat of Arms***<<Nothing in this Agreement permits the Organisation to use the Coat of Arms for any purpose, including in its Advertising Materials.>>***OR******Option 2: Licence to use Coat of Arms***Subject to clause 3.3 of this Agreement, the State grants to the Organisation a non-exclusive, royalty free, non-transferable licence to use the Coat of Arms in its Advertising Materials for the Term solely for the purpose of promoting the State’s support of the Initiative.The Organisation must:(a) not modify the Coat of Arms in any way without the consent of the State;(b) obtain the consent of the State to publishing, producing, printing or distributing any material containing the Coat of Arms(c) not sub-licence or assign the use of or transfer the Intellectual Property in the Coat of Arms without the consent of the State; and(d) use the Coat of Arms in accordance with any style guides and guidelines for use provided by the State.***Where the State wishes to grant a licence to the Organisation to use the logo on terms different to the above, you should refer the matter to your department’s legal officers so the appropriate amendments can be made to this Agreement.***  |
| 1.
 | Clauses 1.1 and 5.1(d) | **State Acknowledgement** | ***<<Insert >>******Note that all Advertising Materials are to be approved by the State prior to production / publication. Please email: [insert]@[department].qld.gov.au*** ***The Organisation must acknowledge the State’s contribution to the Initiative. In addition to the inclusion of the Coat of Arms in the Organisation’s Advertising Materials (provided it Item 12 above) , this may be done by the inclusion of some other text or announcement which is referred to as the State Acknowledgement.******You must insert clear details of any written or verbal acknowledgement which the State requires (i.e. when, where and how the Sponsorship Acknowledgement is to be made). You must be clear on the form of acknowledgement that is permitted: sponsorship or partnership.*** ***For example:*** ***In addition to the Coat of Arms, the following text should appear in all Advertising Materials: “Proudly supported by the Queensland Government”.******or******In addition to the Coat of Arms, the following text should appear in all Advertising Materials: “The Queensland Government is the presenting / foundation partner of the [specify the Initiative]”.******or******“<Initiative> is proudly supported by the Queensland Government”.******or*** ***“<Initiative> is proudly supported by the <Department Name>, Queensland Government”.******“Queensland Government is a major / principle / government sponsor of this initiative.” OR*** ***“Queensland Government is a major sponsor of this initiative.”*** |
| 1.
 | Clause 11 | **Insurance – Public Liability** | Public liability insurance is required for a sum of not less than <<insert am ount, for example, $20 million>> per claim.***Public liability insurance covers liability for personal injury and property damage. Typically the amount is $20 million per claim depending upon a risk assessment.*** |

**SCHEDULE 2 – SPONSORSHIP FEE**

***Please choose one option from below and delete the other, depending on whether the State is providing a Sponsorship Fee.***

***Option 1: No Sponsorship Fee payable***

<<Not applicable (In-Kind Support only)>>

***OR***

***Option 2: Sponsorship Fee payable***

***If a Sponsorship Fee is payable, you must insert the Milestones to be achieved by the Organisation before an instalment of the Sponsorship Fee is payable by the State. It is important that these Milestones are clear.***

***Once a particular Milestone has been achieved, the Organisation must submit a valid tax invoice to the State for that instalment amount within 14 days of that Milestone being achieved. The State then has to make payment of that part of the Sponsorship Fee to the Organisation:***

***(a) upon achievement of the Milestone; and***

***(b) within 30 days after the later of:***

***(i) the date set out in the table below; and***

***(ii) receipt of the tax invoice.***

| **Milestone** | **Final date of Organisation’s obligations** | **Amount of Sponsorship Fee payable (excluding GST)** | **Amount of GST payable (if applicable under cl 12.1(b))** | **Total payable** |
| --- | --- | --- | --- | --- |
| <<Milestone details>> | <<date>> | <<$[amount]>> | <<$[amount]>> | <<$[amount]>> |
| ***For example:*** |  |  |  |  |
| ***1. Signing of Agreement and provision of the Certificate of Currency for Public Liability and Workers Compensation Insurances*** | ***1 January 2018*** |  |  |  |
| ***2. Submission of a Marketing Plan*** | ***1 May 2018*** |  |  |  |
| ***3. Acceptance by the State of Status Report/Expenditure Report to be delivered by the Organisation*** | ***Report delivered by 4 June 2018*** |  |  |  |
| ***4. Initiative held*** | ***5 September 2018*** |  |  |  |
| ***5. Acceptance by the State of the Final Report*** | ***Final report delivered by the Organisation by [date] ([insert number]) weeks after the Completion Date)]***  |  |  |  |
| **TOTAL** |  | **<<$[amount]>>** | **<<$[amount]>>** | **<<$[amount]>>** |

**SCHEDULE 3 – STATUS AND FINAL REPORTS**

***This Agreement requires the Organisation to submit a Final Report to the State by the date specified in the Milestones. A Final Report means a comprehensive report by the Organisation addressing the matters set out in this Schedule.***

***The State may also request a Status Report from the Organisation within seven (7) days’ notice or by the date specified in the Milestones. The Status Report will detail the progress made by the Organisation towards the planning of the Initiative and contain the specific individual actions taken by the Organisation to ensure the Initiative will be completed in a timely and professional manner in accordance with this Agreement.***

***In the majority of cases, payment of part of the Sponsorship Fee will be subject to the State’s acceptance of the Final Report and/or Status Report.***

***Please choose one option from below and delete the other, depending on whether the total value of the support being provided by the State (that is, the value of the Sponsorship Fee and In-Kind Support). You should modify the requirements for the reports to suit the Initiative.***

***Option 1: Value of State’s support is $10,000 or less***

1. **Initiative summary**

Summary of the Organisation, the Initiative (including the specific details of the Initiative such as: dates; Milestone events; and attendance figures) and its Outcomes.

1. **State support**

Details of the support provided by the State including the Sponsorship Fee and In-Kind Support.

1. **Financial report**

A comprehensive and detailed financial report prepared by the Organisation evidencing the income and expenditure for the Initiative.

1. **Outcome assessment**

Report on how the Outcomes were achieved.

1. **Sponsorship benefits and acknowledgement**

Report on how the Sponsorship Entitlements, including any State Acknowledgement, were delivered in accordance with the Agreement. This may include:

* + Advertising Materials;
	+ media coverage (including social media and, where possible, advertising space rates (ASR) values); and
	+ complimentary registrations/tickets.
1. **Appendices (where applicable)**
	* copies of Advertising Materials;
	* photos of signage; and
	* copies of media releases.

***OR***

***Option 2: Value of State’s support $10,001 or greater***

Each of the following sections that is applicable to the Initiative must be addressed in the Final Report.

1. **Initiative summary**

Summary of the Organisation, the Initiative (including the specific details of the Initiative such as: dates; Milestone events; participant feedback and attendance figures) and its Outcomes.

1. **State support**

Details of the support provided by the State including the Sponsorship Fee and In-Kind Support.

1. **Financial report**

A comprehensive and detailed financial report prepared by the Organisation evidencing the income and expenditure for the Initiative.

1. **Outcome assessment**

Report on how the Outcomes were achieved.

1. **Sponsorship benefits and acknowledgement**

Report on how the Sponsorship Entitlements, including any State Acknowledgement, were delivered in accordance with the Agreement. This may include:

* + Coat of Arms placement;
	+ State Acknowledgement placement;
	+ Advertising Materials;
	+ signage;
	+ media coverage (including, where possible, advertising space rates (ASR) values);
	+ social media reach;
	+ participant feedback;
	+ market research; and
	+ complimentary registrations/tickets.
1. **Appendices (where applicable)**
	* copies of Advertising Materials;
	* photos of signage; and
	* copies of media releases.

**TERMS AND CONDITIONS**

The Organisation has requested sponsorship from the State for the Initiative and the State has agreed to sponsor the Initiative in accordance with the following terms and conditions.

1. **Definitions and Interpretation**
	1. In this Agreement unless the context otherwise requires:

**Address for Notices** means the parties’ addresses and email addresses set out in Items 1 and 2 of Schedule 1.

**Advertising Materials** includes any materials used by the Organisation to promote, advertise or report on the Initiative including Publicity, advertisements (cinema, online, outdoor, print, radio and television), audio visual aids, brochures/newsletters/flyers, CDs and DVDs, displays, forms, invitations, merchandise, online activities, point of sale materials, publications, signage and social media.

**Agreement** means this sponsorship agreement comprised of the documents referred to in clause 1.3.

**Business Day** means any day except Saturday, Sunday and a public holiday in Brisbane, Queensland.

**Claims** means all liabilities, expenses, losses, damages, costs (including legal costs) of any kind whatsoever.

**Coat of Arms** means the logo version of the Queensland Coat of Arms specified in Item 11 of Schedule 1.

**Commencement Date** means the date the last party to this Agreement signs this Agreement.

**Completion Date** means the date specified in Item 4 of Schedule 1.

**Confidential Information** means in relation to a party, information that:

* + 1. is by its nature confidential;
		2. is designated by that party as confidential; or
		3. the other party knows or ought to know is confidential;

and includes:

* + 1. information comprised in or relating to any Intellectual Property of the party;
		2. information relating to the internal management and structure of the party or the personnel, policies and strategies of the party;
		3. information of the party to which the other party has access that has any actual or potential commercial value to the first party or to the person or corporation which supplied that information;
		4. in the case of the State, information relating to the policies, strategies, practices and procedures of the State;
		5. information in the party’s possession relating to the other party’s clients or suppliers and like information; and
		6. the terms of this Agreement and any negotiations in connection with or amendments to this Agreement;

but excludes information:

* + 1. in the public domain at the Commencement Date;
		2. that is or becomes generally available to the public other than as a result of a disclosure by the receiving party; or
		3. that becomes available to the recipient on a non-confidential basis from a source other than the discloser which has represented to the recipient that it is entitled to such information.

**Conflict of Interest** includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

**COVID-19 Impact** means an event or circumstance arising after the Commencement Date which impacts the Initiative, where the event or circumstance arises as a result of the World Health Organisation declared pandemic called COVID-19 and or any laws made or issued to contain the COVID-19 pandemic.

**Delegate** means the person described in Items 1 and 2 of Schedule 1 as the Organisation’s and the State’s delegate respectively.

**Development Environment** means the non-live, beta or test environment within which the materials are conceptualised, designed or drafted whether electronically or otherwise.

**Expenditure Report** means a comprehensive and detailed report prepared by the Organisation which shows how and when funds, including the Sponsorship Fee, were expended in relation to the Initiative.

**Final Report** means a comprehensive report prepared by the Organisation containing the information specified in Schedule 3.

**Force Majeure** means an act, omission, cause or circumstance outside a party’s reasonable control including inclement weather, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, sabotage, labour dispute, riot or civil commotion and an act or omission of a third party.

**GST** means any tax, levy, charge or impost implemented under the GST Act.

**GST Act** means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) and any amendments to that Act.

**Initiative** means the event or activity described in Item 3 of Schedule 1.

**In-Kind Support** means the provision by the State to the Organisation of goods or services other than the Sponsorship Fee (if any) as set out in Item 9 of Schedule 1.

**Insolvent** means the situation where:

* + 1. a person or entity is insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth)); or
		2. a person or entity is in liquidation, in provisional liquidation, under administration or wound up or had a controller appointed to its property; or
		3. a person or entity is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by other parties to this Agreement); or
		4. an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
		5. an entity is taken (under section 459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand; or
		6. an entity is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject); or
		7. a person or entity is otherwise unable to pay its debts when they fall due; or

something having a substantially similar effect to (a) to (g) which happens in connection with that person or entity under the laws of any jurisdiction.

**Intellectual Property** includes all copyright, trademark, design, patents or any other proprietary rights, or any rights to registration of such rights existing in Australia or elsewhere or as protected by legislation from time to time, whether created before, on or after the Commencement Date, but excludes Moral Rights.

**Milestone** means the milestone events or occurrences identified in Schedule 2.

**Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the Commencement Date.

**Organisation** means the entity specified in Item 1 of Schedule 1.

**Outcomes** means the objectives for the Initiative identified in Item 6 of Schedule 1.

**Personal Information** has the same meaning as in the *Information Privacy Act 2009* (Qld).

**Publicity** includes any media release, statement, announcement or the like.

**Relevant Target Audience** means the relevant target audience for the Initiative as specified in Item 5 of Schedule 1.

**Schedule** means a schedule attached to this Agreement.

**Sponsorship Entitlements** means the benefits the State is to receive in consideration for its support of the Initiative as set out in Item 7 of Schedule 1.

**Sponsorship Fee** means the total amount (if any) set out in Item 8 of Schedule 1, to be paid by the specified instalments in accordance with the Milestones.

**State** means the State of Queensland acting through the State department or agency specified in Item 2 of Schedule 1.

**State Acknowledgement** means recognition of the State’s support of the Initiative in the form specified in Item 13 of Schedule 1.

**Status Report** means a report detailing the progress made by the Organisation towards the planning of the Initiative and specifying individual actions taken to ensure that the Initiative will be completed in a timely and professional manner and in compliance with this Agreement, which addresses to the extent relevant, as a minimum, those matters specified in Schedule 3.

**Term** means the period from the Commencement Date to the Completion Date.

* 1. In this Agreement unless the context otherwise requires:
		1. words importing the singular will include the plural and vice versa;
		2. all dollar amounts refer to Australian currency;
		3. a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
		4. a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct, and includes any consolidation, amendment, re-enactment or replacement of a law. For the avoidance of doubt, a reference to a law includes Public Health Directions issued under the *Public Health Act 2005* (Qld);
		5. a party includes its executors, administrators, liquidators, successors and permitted assignees;
		6. “consent” means prior written consent;
		7. “in writing” means either by letter or email;
		8. “include”, “includes” and “including” must be read as if followed by the words “without limitation”;
		9. if a day on which an act is meant to be done is a Saturday, Sunday or public holiday in Brisbane, Queensland, the act must be done on the next Business Day; and
		10. a reference to an infringement by the Organisation will include an actual or threatened infringement.
	2. This Agreement is comprised of the following documents which, in the event of an inconsistency, will rank in the following order of precedence:
		1. the Schedules;
		2. any annexures or attachments referred to in these terms and conditions or the Schedules; and
		3. these terms and conditions.
1. **Term**
	1. This Agreement commences on the Commencement Date and, unless lawfully terminated, continues for the Term.
2. **Sponsorship**
	1. The State will pay the Sponsorship Fee or provide the In-Kind Support (or both) to the Organisation in accordance with this Agreement.
	2. In consideration of the State paying the Sponsorship Fee or providing the In-Kind Support (or both), the Organisation will provide the State with the Sponsorship Entitlements.
	3. Where applicable, the State will approve in writing all elements of the Sponsorship Entitlements:
		1. in the case of Advertising Materials which are to be printed or distributed, before printing or distribution;
		2. in the case of Advertising Materials which are to be electronically published, before migration from the Development Environment; and
		3. in the case of Advertising Materials which are Publicity, before release to any media outlet.
	4. In accordance with its obligations under clause 3.3, the Organisation will provide to the State all Advertising Materials in a timely fashion for the State’s consent.
3. **Coat of Arms**
	1. The Organisation will, if applicable, use the Coat of Arms in its Advertising Materials on the terms set out in Item 12 of Schedule 1.
	2. Nothing in this Agreement affects in any way the State’s ownership of Intellectual Property in the Coat of Arms.
4. **The Organisation’s obligations**
	1. The Organisation must during the Term:
		1. host or procure the hosting of the Initiative;
		2. use the Sponsorship Fee and the In-Kind Support for the sole purpose of hosting, or procuring the hosting of, the Initiative and to ensure the Outcomes are achieved;
		3. comply with all laws and obtain all permits, licences and the like necessary to host, or procure the hosting, of the Initiative;
		4. provide the State Acknowledgement (if applicable) and obtain the State’s approval prior to the publication of any Advertising Material;
		5. provide the Minister of the department through which the State is acting, or the Minister’s nominated representative, with the opportunity to take part in any public acknowledgement of the Initiative, including the opportunity to speak at an event forming part of the Initiative;
		6. ensure that the State receives the Sponsorship Entitlements in accordance with this Agreement;
		7. provide the Final Report to the State in accordance with the Milestones;
		8. in accordance with the Milestones or otherwise within seven (7) days of a request by the State, deliver a Status Report and/or an Expenditure Report to the State;
		9. market the Initiative to the Relevant Target Audience;
		10. be solely responsible for any costs associated with hosting, or procuring the hosting, of the Initiative, including any cost necessary to ensure safety standards are complied with; and
		11. obtain the State’s consent to accepting sponsorship for the Initiative from a body that represents the State of Queensland or a Queensland Government department other than that described in Item 2 of Schedule 1.
5. **The Organisation’s warranties**
	1. The Organisation acknowledges and warrants to the State that:
		1. as at the date of this Agreement, the Organisation is free to, and has the authority to, enter into this Agreement;
		2. the Organisation will not use, or authorise the use of, the Coat of Arms at any time except where, and in the manner, expressly authorised by this Agreement;
		3. the Organisation will not represent to any third parties that the Organisation has the ability to compel the State to undertake any activities beyond the terms and scope of this Agreement;
		4. the Organisation will not do anything or become involved in any situation which, in the reasonable opinion of the State, brings the State and/or the Initiative into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the State and/or the Initiative’s reputation and the State will be the sole arbiter in this regard;
		5. the Organisation will comply with all laws and obtain and hold all required licences, permits, insurances and authorisations from private, local, State or Commonwealth authorities necessary to host the Initiative; and
		6. the Organisation and its personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Agreement.
6. **Evaluation of the Initiative**
	1. At the conclusion of the Initiative, or any time during the Initiative, the State will be entitled to evaluate the Initiative and its delivery and Outcomes in any manner deemed to be appropriate by the State.
	2. The Organisation agrees to:
		1. keep at all times proper and adequate books of account in relation to the Initiative and to its affairs generally;
		2. record all expenditure relating to all income arising from the Initiative, separate from all other income and expenditure of the Organisation;
		3. if required by the State, provide a copy of its financial accounts for the Initiative to the State within sixty (60) days of the end of the Organisation’s accounting year; and
		4. produce any document, invoice or receipt relevant to either an Expenditure Report, Status Report or Final Report within seven (7) days of a request by the State.
7. **Payment**
	1. Within fourteen (14) days of each of the Milestones being achieved, the Organisation will submit a valid tax invoice to the State for the relevant portion of the Sponsorship Fee specified in Schedule 2.
	2. Subject to clauses 8.1 and 8.3, the State will pay the Sponsorship Fee to the Organisation, by cheque made payable to the Organisation or by electronic funds transfer (EFT) to an account nominated by the Organisation, on the later of the respective dates set out in Schedule 2 or thirty (30) days of receipt of a valid tax invoice.
	3. Where Schedule 2 provides that the Organisation is to receive an instalment payment of the Sponsorship Fee upon:
		1. completion of a specified part of the Initiative;
		2. attainment of a specified Milestone, including delivery of a Status Report or Expenditure Report;
		3. submission of a Final Report; or
		4. achievement of an Outcome; and

the Organisation fails to complete this condition to the reasonable satisfaction of the State, the State will be entitled to defer payment of the instalment until the Organisation has completed this obligation to the State’s reasonable satisfaction.

* 1. The parties agree that:
		1. the reasonable market value of the Sponsorship Entitlements is equal to:
			1. the reasonable market value of the In-Kind Support; and
			2. the Sponsorship Fee (if any); and
		2. the reasonable market value of In-Kind Support is the amount stated in Item 10 of Schedule 1.
	2. Within fourteen (14) days of the date of expiry of the Term, (if applicable) the State will provide a correctly rendered tax invoice for the reasonable market value of the In-Kind Support and the Organisation will provide a correctly rendered tax invoice for that part of the Sponsorship Entitlements equal to the reasonable market value of the In-Kind Support unless otherwise agreed by the parties.
	3. Any payment of the Sponsorship Fee, or part of the Sponsorship Fee, does not amount to an acceptance or admission that the Organisation has completed a part of the Initiative, attained a Milestone, achieved an Outcome, submitted a satisfactory Status Report, Expenditure Report or Final Report or has otherwise properly discharged all its obligations under this Agreement.
	4. The Organisation agrees that the State will not be liable to the Organisation for any contribution of funds towards the hosting, or procurement of the hosting, of the Initiative over and above payment of the Sponsorship Fee.
1. **Goods and Services Tax (GST)**
	1. The parties agree that:
		1. unless otherwise expressly provided the amounts payable under this Agreement are exclusive of GST; and
		2. the State will be liable to pay the GST amount to the Organisation only upon receipt of a valid tax invoice.
	2. If it is determined on reasonable grounds that the amount of GST collected from the State differs, for any reason, from the amount of GST paid or payable by the Organisation, including by reason of:
		1. any amendment to the GST Act;
		2. the issue of a ruling or advice by the Commissioner of Taxation; or
		3. a refund to the State or to the Organisation in respect of a supply made under this Agreement;

the State will be entitled to a refund of the additional consideration collected from the State, and the Organisation will issue an appropriate GST adjustment note.

* 1. The Organisation acknowledges that, if it has not supplied a valid completed Australian Tax office ‘Statement by a Supplier’ form to the State which specifies the Organisation’s ABN, a payment to the Organisation may be subject to Withholding Tax at the rate current at the time of the payment.
1. **Indemnity**
	1. The Organisation releases, discharges and indemnifies the State and its officers and employees (“Indemnified Persons”) from and against any Claim in relation to the Initiative or arising in any way out of the State’s support of the Initiative, which may be brought against or made upon any of them in connection with any:
		1. negligent or unlawful act or omission of the Organisation, its employees, officers, agents or contractors;
		2. breach of this Agreement by the Organisation;
		3. contravention of any laws by the Organisation, its employees, officers, agents or contractors;
		4. infringement by the Organisation, its officers, employees, agents or contractors of any Intellectual Property of any third party;

except to the extent that the Claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

1. **Insurance**
	1. The Organisation will effect, and maintain during the Term:
		1. a public liability insurance policy for the sum referred to in Item 14 of Schedule 1 per claim arising from any one event in respect of accidental death of, or accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of hosting the Initiative or providing the Sponsorship Entitlements; and
		2. a workers’ compensation insurance policy in relation to any employees of the Organisation.
	2. The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.
	3. The workers’ compensation insurance must be in accordance with the *Workers’ Compensation and Rehabilitation Act 2003* (Qld).
	4. The Organisation will, upon the execution of this Agreement or upon request in writing by the State, produce evidence (in the form of certificates of currency) to the State’s satisfaction that the insurances required by this clause have been effected and maintained.
2. **Confidentiality and Privacy**
	1. Each party agrees not to disclose any Confidential Information under any circumstances without the consent of the other party, except:
		1. to its staff and officers requiring that information for the conduct of their duties pursuant to this Agreement;
		2. to its accountants and legal advisors;
		3. in respect of the State, to its Ministers and Parliament and otherwise for State government purposes; or
		4. as required or permitted by law.
	2. Except as permitted under this Agreement, the Organisation will not issue any statement or release any information relating to this Agreement without the consent of the State.
	3. Nothing in this Agreement prevents the State disclosing the identity of the Organisation and the amount or nature of the Sponsorship Fee or In-Kind Support by way of a statement of a policy or governmental nature including a statement in Parliament.
	4. If the Organisation collects or has access to Personal Information in order to perform its obligations under this Agreement, the Organisation must:
		1. comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) (“IP Act”) in relation to the discharge of its obligations under this Agreement as if the Organisation was the State;
		2. subject to paragraph (a), not use, disclose or transfer outside of Australia, Personal Information obtained under this Agreement except for the purpose of performing this Agreement, unless required or authorised by law;
		3. immediately notify the State if the Organisation becomes aware that a disclosure of Personal Information obtained under this Agreement is, or may be, required or authorised by law;
		4. ensure that access to Personal Information is restricted to its employees and officers who require access in order to perform their duties under this Agreement;
		5. ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under this Agreement;
		6. ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Organisation under this clause and ensure that any of its sub-contracts include an equivalent clause binding its sub-contractors to this clause;
		7. fully cooperate with the State to enable the State to respond to applications for access to, or amendment of, a document containing Personal Information and privacy complaints; and
		8. comply with such other privacy and security measures as the State reasonably advises the Organisation in writing from time to time.
	5. If the Organisation is an Agency as defined by the IP Act, the Organisation acknowledges that, in addition to the obligations under this clause, the Organisation is otherwise bound to comply with the IP Act.
	6. On request by the State, the Organisation must obtain from its employees, officers, agents or sub-contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the State.
	7. The Organisation must immediately notify the State on becoming aware of any breach of this clause.
	8. The Organisation acknowledges that the State, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Organisation, about the Organisation and this Agreement to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for any purpose in connection with the administration of this Agreement.
	9. The Organisation acknowledges that information provided by the Organisation to the State may be subject to an access application under the *Right to Information Act 2009* (Qld) (“RTI Act”) and the RTI Act requires documents to be disclosed subject to specified exemptions under the RTI Act.
3. **Rearrangement or cancellation of the Initiative**
	1. The Initiative is subject to rearrangement, including cancellation (in whole or part) at the sole discretion of the Organisation in the event of a Force Majeure or due to a COVID-19 Impact. Any such rearrangement or cancellation is to be notified by the Organisation to the State immediately following the Organisation’s decision to rearrange or cancel the Initiative.
	2. If the Initiative is:
		* + 1. cancelled completely:
			1. this Agreement will terminate on the date of notice of the cancellation by the Organisation under clause 13.1; and
			2. the State will be entitled to recover a proportionate amount of the Sponsorship Fee attributable to the cancellation as a debt due to it or, where possible, be entitled to the return of a portion of the In-Kind Support attributable to the cancellation; or
		1. cancelled in part or a rearrangement of the Initiative reduces the Sponsorship Entitlements, from the date of the notice given by the Organisation under clause 13.1, the State will be entitled to:
			1. recover a proportionate amount of the Sponsorship Fee or, where possible, the In-Kind Support attributable to the cancellation or rearrangement of the Initiative from the Organisation as a debt due to it; or
			2. reduce the amount of the Sponsorship Fee or In-Kind Support to be provided by the State proportionately to reflect the rearrangement of the Initiative and any reduction in the Sponsorship Entitlements.

13.2A The Organisation acknowledges and agrees that in planning and delivering the Initiative it will take into account the circumstances of the COVID-19 pandemic and practical and legal requirements in relation to that pandemic, including Public Health Directions issued under the *Public Health Act 2005* (Qld).

* 1. The particulars of any refund or reduction of the Sponsorship Fee or In-Kind Support under clause 13.2 are to be agreed in writing by the parties, both acting reasonably and in good faith. When considering the amount of the Sponsorship Fee or In-Kind Support that is “attributable to the cancellation”, the parties must have regard to the amount of the Sponsorship Entitlements already provided by the Organisation to the State.
	2. If the parties do not agree to the particulars to be determined under clause 13.3 within a period of fourteen (14) days of notification by the Organisation to the State, the parties are to use the process set out in clause 15 (Dispute Resolution) to settle the dispute.
1. **Force Majeure**
	1. Neither party will be liable for any delay or failure to perform its obligations other than payment of monetary sums owing to the other party under this Agreement if such failure or delay is due to Force Majeure.
	2. A party must notify the other party as soon as practicable of any anticipated delay due to Force Majeure. The performance of a party’s obligations under this Agreement will be suspended for the period of delay due to Force Majeure.
	3. If a delay due to Force Majeure exceeds ten (10) Business Days, either party may terminate this Agreement immediately on providing notice to the other party.
	4. If this Agreement is terminated pursuant to clause 14.3 by the State, the State will be entitled to recover a proportionate amount of the Sponsorship Fee attributable to the Force Majeure as a debt due to it or, where possible, be entitled to the return of a portion of the In-Kind Support attributable to the Force Majeure.
	5. The particulars of any refund or reduction of the Sponsorship Fee or In-Kind Support under clause 14.4 are to be agreed in writing by the parties, both acting reasonably and in good faith.
	6. If the parties do not agree to the particulars to be determined under clause 14.5 within a period of fourteen (14) days of notification by the party under clause 14.3, the parties are to use the process set out in clause 15 (Dispute Resolution) to settle the dispute.
2. **Dispute Resolution**
	1. The parties will, in the first instance, seek to settle any dispute arising in connection with this Agreement by negotiation and mediation before instituting legal proceedings.
	2. For the purpose of this clause, a dispute will have arisen between the parties when a party gives notice to that effect to the other party.
	3. Once a party receives a notice under clause 15.2, the parties must meet within fourteen (14) days to attempt to resolve the dispute by negotiation. Both parties must act in good faith to resolve the dispute by negotiation.
	4. If the dispute has not been resolved in accordance with clause 15.3, within fourteen (14) days of the last day on which the parties have under clause 15.3 to resolve the dispute, the parties will attend a mediation in Brisbane.
	5. If the parties cannot agree on a mediator, a mediator will be appointed by the Australian Disputes Centre (Queensland) (“ADC”). The rules of the ADC will apply to the mediation.
	6. Any mediation costs will be borne equally by both parties and both parties must act in good faith to resolve the dispute by mediation.
	7. Each party will continue to perform this Agreement despite the existence of a dispute or any proceedings under this clause.
	8. For the avoidance or settlement of disputes and for the better management of this Agreement, the parties nominate the Delegates to negotiate and resolve the dispute on behalf of the parties.
3. **Termination**
	1. In the event that either party commits a breach of any of its obligations under this Agreement:
		1. the other party may give notice to that party to remedy the default; and
		2. if the defaulting party has not remedied the default at the expiration of fourteen (14) days from the date of receipt of the notice, the party not in default may terminate this Agreement on the expiration of that fourteen (14) day period.
	2. The Organisation must notify the State immediately if:
		1. there is any change in the direct or indirect beneficial ownership or control of the Organisation;
		2. the organisation disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
		3. the Organisation ceases to carry on business;
		4. the Organisation commits an act of bankruptcy, becomes insolvent or is unable to pay its debts as and when they become due;
		5. any step is taken by a mortgagee to take possession or dispose of the whole or part of the Organisation’s assets, operations or business;
		6. the organisation is wound up, voluntarily or involuntarily;
		7. the organisation enters into any arrangement or composition with its creditors or has a controller, receiver, receiver and manager or administrator appointed; or
		8. the Organisation goes into liquidation or passes a resolution to go into liquidation otherwise than for the purposes of reconstruction.
	3. Notwithstanding clause 16.1, the State may immediately terminate this Agreement by notice to the Organisation if:
		1. notice is given by the Organisation pursuant to clause 16.2;
		2. the State is satisfied that any of the warranties provided by the Organisation were inaccurate, incomplete, out-of-date or misleading in any way when made, or become inaccurate, incomplete, out-of-date or misleading in any way;
		3. a Conflict of Interest arises and has not been, or in the State’s view cannot be appropriately managed to the State’s satisfaction;
		4. the Organisation ceases its operations or indicates that it is unable or unwilling to complete this Agreement;
		5. the Organisation is or becomes Insolvent;
		6. the Organisation breaches clauses 4.1, 5.1(b), 5.1(c), 5.1(e), 6.1(c), 6.1(d), or 11; or
		7. in the opinion of the State, termination becomes necessary due to a change of a Minister or government, government policy or government funding arrangements.
	4. If this Agreement is terminated pursuant to:
		1. clauses 16.3(a) to 16.3(f) the Organisation will refund the Sponsorship Fee (or any part thereof) and, if possible, return the In-Kind Support to the State; and
		2. clause 16.3(g) the Organisation will be entitled to retain the Sponsorship Fee (or any part thereof) and the In-Kind Support paid or provided to the Organisation by the State at the date of termination, but the State will not be liable to the Organisation for any further payments of the Sponsorship Fee or provision of the In-Kind Support and the State will have no other liability to the Organisation relating to the termination.
	5. Termination of this Agreement will not prejudice any rights of the State under this Agreement, at common law, under statute, in equity or otherwise.
	6. Upon termination of this Agreement, the Organisation must immediately cease producing, distributing and publishing all Advertising Materials containing the Coat of Arms or otherwise promoting the State’s support of the Initiative.
4. **Notices**
	1. All notices in connection with this Agreement must be in writing and must be delivered to the party’s Delegate at the party’s Address for Notices by hand, prepaid post, or email.
	2. A notice will be deemed to be given:
		1. if posted, two (2) Business Days after the date of posting;
		2. in the case of delivery by hand on a Business Day, on the date of delivery;
		3. if e-mailed, subject to clause 17.3 below, on the date recorded on the device from which the party sent the email, unless the sending party received an automated message that the email has not been delivered,

except that a delivery by hand or email received after 5:00pm (local time of the receiving party) will be deemed to be given on the next Business Day.

* 1. A notice of termination of this Agreement which is sent via email must also be sent by post or hand delivery, and will not be deemed to be given until the notice is deemed to be delivered by post or hand delivery.
	2. The parties may from time to time change their respective Delegate and Address for Notices by providing the other party with notice of the change.
	3. All communications, other than notices, will be directed to the other party’s Contact Person nominated in the Schedule, or to another person if the other party directs.
1. **Relationship of the parties**
	1. This Agreement does not create any partnership, contract of employment or employment relationship, joint venture, or relationship of principal and agent between the parties.
	2. Neither party will incur any expenditure on behalf of the other party.
	3. Neither party has the power to bind the other party whatsoever or pledge the credit of any party, without specific consent of the other party.
2. **Machinery of government**
	1. The State may, at any time by notice to the Organisation, transfer the management of this Agreement from the State agency or department stated in Item 2 of Schedule 1 to another department or agency of the State of Queensland.
	2. If the State gives notice to the Organisation under clause 19.1:
		1. the State will provide the Organisation with an updated Contact Person, Delegate and Address for Notices; and
		2. from the date of that notice that other department or agency of the State will assume the responsibilities and rights of the State of Queensland as if it were a party to this Agreement.
3. **Joint and several liability**
	1. If the Organisation is comprised of two (2) or more parties, those parties comprising the Organisation agree that they will be jointly and severally liable:
		1. for the performance of the Organisation’s obligations under this Agreement; and
		2. to the State for any Claims suffered or incurred by the State in connection with this Agreement including the Initiative, the Sponsorship Fee and the In-Kind Support.
4. **Governing law**
	1. The laws of Queensland apply to this Agreement. Each party submits to the jurisdiction of the courts of Queensland.
5. **Entire Agreement**
	1. This Agreement sets out all the parties’ rights and obligations relating to the subject matter of this Agreement, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Agreement. No other terms apply.
6. **Variation of Agreement**
	1. This Agreement may only be varied by written agreement of authorised representatives of the parties.
	2. It will be sufficient evidence of an agreement to vary a Schedule to this Agreement if authorised representatives of the parties execute and date a document purporting to be a substitute Schedule.
7. **Severability**
	1. If any part of this Agreement is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Agreement (and any parts of the Agreement which are dependent on those parts) will not apply but the other parts of the Agreement will not be affected.
8. **Waiver**
	1. Clauses and rights in this Agreement can only be waived in writing signed by the waiving party.
	2. Failure or delay of a party in exercising a right under this Agreement does not waive the party’s rights.
	3. A waiver will only waive the particular rights in the particular circumstances and will not waive any other rights or the same rights in other circumstances.
9. **Assignment and novation**
	1. The Organisation must not assign or novate any of its rights or obligations under this Agreement without the consent of the State.
10. **Costs**
	1. Each party will bear its own costs in relation to the preparation, negotiation and execution of this Agreement and any variations.
11. **Clauses to survive termination**
	1. In addition to this clause, the following clauses will survive termination or expiration of this Agreement –
		1. clauses 5.1(g) and 5.1(h) (Final Report, Status Report and Expenditure Report);
		2. clauses 6.1(b) and 6.1(d) (Organisation’s warranties);
		3. clause 7 (Evaluation of the Initiative);
		4. clause 8 (Payment);
		5. clause 10 (Indemnity);
		6. clause 12 (Confidentiality and Privacy);
		7. clauses 13.2 – 13.4 (Rearrangement or cancellation of the Initiative);
		8. clauses 14.4 – 14.6 (Force Majeure);
		9. clause 15 (Dispute Resolution);
		10. clauses 16.3 – 16.5 (Termination);
		11. clause 17 (Notices);
		12. clause 19 (Machinery of government); and
		13. clause 20 (Joint and several liability).
12. **Counterparts and electronic signing**
	1. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same document.
	2. This Agreement may be signed electronically and its execution may be communicated by electronic transmission.

**SIGNED AS AN AGREEMENT**

|  |
| --- |
| **SIGNED** for and on behalf of the **STATE OF QUEENSLAND acting through the <<Department>>** ABN <<ABN>> by a person with appropriate financial delegation and duly authorised to act on its behalf, on: |
| (Print Date) |
|  |  |  |
| (Print name of officer) |  |  |
| (Print position of officer) |  | (Signature of officer) |
| in the presence of: |  |  |
| (Print name of witness) |  |  |
| (Print address of witness) |  | (Signature of witness) |

**AND**

***Option 1: Organisation is a company with multiple directors. Delete if not applicable.***

|  |
| --- |
| **EXECUTED** by **<<NAME OF ORGANISATION>>** ACN <<ACN>> in accordance with section 127(1) of the *Corporations Act 2001* (Cth) on: |
| (Print Date) |
|  |  |  |
| (Print name of Director) |  | (Signature of Director) |
| in the presence of: |  |  |
| (Print name of witness) |  |  |
| (Print address of witness) |  | (Signature of witness) |
| (Print name of Director/Secretary) |  | (Signature of Director/Secretary) |
| in the presence of: |  |  |
| (Print name of witness) |  |  |
| (Print address of witness) |  | (Signature of witness) |

***Option 2: Organisation is a company with a sole director/secretary. Delete if not applicable.***

|  |
| --- |
| **EXECUTED** by **<<NAME OF ORGANISATION>>** ACN <<ACN>> in accordance with section 127(1) of the *Corporations Act 2001* (Cth) on: |
| (Print Date) |
|  |  |  |
| (Print name of Director/Secretary) |  | (Signature of Director/Secretary)By executing this Agreement, the signatory warrants that the signatory is the sole director/secretary of the Organisation. |
| in the presence of: |  |  |
| (Print name of witness) |  |  |
| (Print address of witness) |  | (Signature of witness) |

***Option 3: Organisation is an incorporated association, partnership or sole trader. Delete if not applicable.***

|  |
| --- |
| **EXECUTED** for and on behalf of **<<NAME OF ORGANSIATION>>** ABN <<ABN>>, by its duly Authorised Representative on: |
| (Print Date) |
|  |  |  |
| (Print name of Authorised Representative) |  | (Signature of Authorised Representative)By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Organisation |
| (Print position of Authorised Representative) |  |
| in the presence of: |  |  |
| (Print name of witness) |  |  |
| (Print address of witness) |  | (Signature of witness) |