**INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED BEFORE SENDING TO ORGANISATION):**

This Letter of Agreement must only be used for sponsorships with a value of $10 000 (GST exclusive) or less.

The relevant Department is to refer to the *Queensland Government Sponsorship Policy* and the *Guidelines for Outgoing Sponsorship* to determine whether this Letter of Agreement is appropriate for the circumstances.

The Department must fill out all yellow highlighted sections with details of the sponsorship. For your assistance, guidance notes and examples are included in ***blue italics.*** Before sending the Letter of Agreement to the organisation, the Department needs to delete these instructions, all yellow highlighting and the notes and examples in blue italics.

The organisation should be provided with two (2) physical copies of the Letter of Agreement, or one copy via email. The organisation must either sign both physical copies of the Letter of Agreement and return one (1) via post, or sign and scan the Letter of Agreement and return it by email to the State’s delegate. In circumstances where it is not possible for the Organisation to scan the signed Letter of Agreement within the required timeframe, the Organisation may accept the terms and conditions of this Letter of Agreement by emailing the State’s Delegate advising of the Organisation’s unconditional acceptance of the Letter of Agreement including the Conditions of Sponsorship.

It is preferable that a signed (electronic) copy of the Letter of Agreement is obtained; the direct email option should only be used where a scanned copy of the document is not possible. If an email is obtained from the organisation, the email must be unconditional (i.e. it must not include any qualifications or provisos or attempt to change the terms of this Letter of Agreement in any way). The email acceptance must be kept with a copy of the Letter of Agreement as these two (2) documents will comprise the contract between the State and the organisation at first instance.

The Department should refer any queries to their Queensland Government sponsorship network representative in the first instance, and then their legal unit.

**NOTE: Terminating where the Organisation is or becomes Insolvent**

Clause 16 of the Conditions of Sponsorship 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 Letter of 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.

Please quote: //

*And/or Email address*

Dear

Letter of Agreement

On **[dates, times]** the **[correct legal name of the Organisation] ABN [ABN]** (“Organisation”) will host the **[event name]** at **[location]** (“Initiative”). The Initiative is aimed at **[details of the audience]** (“Relevant Target Audience”). The sponsorship will conclude on **[date]** (“Completion Date”).

***For example: On 14 March 2018 the Queensland Irish Association Friendly Society Ltd ABN xxxx xxxx xxxx (“Organisation”) will host the St Patrick’s Day Parade throughout the Brisbane CBD (“Initiative”). The Initiative is aimed at residents of Queensland with Irish heritage (“Relevant Target Audience”). The sponsorship will conclude on 21 March 2018, on submission of the Organisation’s Final Report (“Completion Date”).***

**[Optional: The State’s officer can insert further details of the Initiative here if appropriate.]**

The State of Queensland acting through **[department or agency]** **ABN [ABN]**, (“the State”) offers to sponsor the Initiative, subject to your acceptance of the terms and conditions of this Letter of Agreement, including the attached Conditions of Sponsorship.

**Item 1 - Insurance:**

The Organisation will effect, and maintain during the Term:

1. a public liability insurance policy for a sum of not less than $20 million 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.

**Item 2 - Outcomes of the sponsorship:**

The State is offering to sponsor the Initiative on the basis that the following Outcomes will be achieved:

* **[Insert Details – where possible, these 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***
* ***high attendance at the Initiative (at least 70% capacity).***

The State is offering to provide the following sponsorship for the Initiative:

**Item 3 - Sponsorship Fee:** **[Amount plus GST or Not applicable]**

**Item 4 - In-Kind Support: [Insert details or Not applicable]**

***[Use when there is In-Kind Support]***

The parties agree the reasonable value of the In-Kind Support is **$[amount] (**plus GST).

***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 9.00 am and 12.00 noon on 1 April 2018. [Insert 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 12.00 noon and 2.00 pm on 1 September 2018.***

**Item 5 - Payment:**

A valid tax invoice must be forwarded to the Delegate listed in Item 10. Please address the Organisation’s tax invoice to the **[department or agency]**.

| **Milestone*****It is recommended to have the final milestone payable on receipt and acceptance of the final report.*** | **Amount****payable (excluding GST)** | **Amount of GST payable****(if applicable under clause 9.1(b))** | **Total payable** |
| --- | --- | --- | --- |
| 1. [e.g.
* Signing of Letter of Agreement
* Receipt of the Certificate of Currency for Public Liability and Workers Compensation Insurances

***Any other items of relevance*** | **$**[amount] | **$**[amount] | **$**[amount] |
| 1. [e.g. Initiative to be held on 5 September 2018]
 | **$**[amount] | **$**[amount] | **$**[amount] |
| 1. [Acceptance by the State of the Final Report to be delivered by the Organisation by [date] (four (4) weeks after the Initiative)]
 | **$**[amount] | **$**[amount] | **$**[amount] |
| **TOTAL** | **$[amount]** | **$[amount]** | **$[amount]** |

**Item 6 - Sponsorship Entitlements:**

In consideration, the State will receive the following:

* **[Insert details]**

***Clause 5.1(e) of the Conditions of Sponsorship requires the Organisation to provide the Minister or his/her nominated representative with the opportunity to take part in any public acknowledgment of the Initiative, including the opportunity to speak at an event forming part of the Initiative. This should be reflected in the Sponsorship Entitlements.***

***For example:***

***Naming rights***

***The State will be acknowledged as the naming rights sponsor for one 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 the Coat of Arms screened 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 sponsor 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:***

***“<Initiative> is proudly supported by the Queensland Government”***

***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.***

***Programming***

***The State will have a representative on the programming team to determine the program for the Conference.***

***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 2018. 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 VIPs and key speakers.***

***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.***

***Merchandise***

***The State has the right to distribute its merchandise (limited to hand waver flags) 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.***

***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 paragraph provided by the State will appear on the Organisation’s webpage at [Insert 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 Logo will be no smaller in size than specified in the style guide. The State acknowledges this right is non-exclusive. Departmental name styles should not accompany the Coat of Arms.***

***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.***

Where applicable, the State will approve in writing all elements of the Sponsorship Entitlements:

1. in the case of Advertising Material to be printed or distributed, before printing or distribution;
2. in the case of Advertising Materials to be electronically published, before migration from the Development Environment; and
3. in the case of Advertising Materials which form Publicity, before release.

**Item 7 – Coat of Arms:**

***Option 1:***

[The Organisation is not permitted to use the Coat of Arms for any purpose, including in its Advertising Materials].

***Option 2:***

[Subject to the Conditions of Sponsorship, the State grants to the Organisation a non-exclusive, royalty free, non-transferrable 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.

**Note that all Advertising Materials are to be approved by the State prior to production / publication. Please email: [insert]@[department].qld.gov.au].]**

**Item 8 - State Acknowledgement:**

In addition to the Sponsorship Entitlements, the State also expects its contribution to the Initiative to be acknowledged by the Organisation by the following methods:

* **[Insert details.]**

***For example:***

***In addition to the Coat of Arms, the following text should appear in all Advertising Materials:***

***“Proudly supported by the Queensland Government”***

**Item 9 - Final Report:**

The Conditions of Sponsorship requires the Organisation to submit a Final Report to the State in accordance with the Milestones. AFinal Report means a comprehensive report by the Organisation containing information about the Initiative including but not limited to, a summary of the event, details of the sponsorship provided by the State, a financial report indicating income and expenditure, an overview of the Initiative including dates and attendance figures, an outcome assessment reporting on how the Outcomes set out in the Agreement were achieved, a summary of how the Sponsorship Entitlements were delivered and copies of any material relevant to this.

**Item 10 - Address for Notices:**

The Organisation and the State will contact each other using the following details:

Organisation

Delegate:

Address:

Phone:

Facsimile:

Email:

State

Delegate:

Address:

Phone:

Facsimile:

Email:

**Item 11 - Conditions of Sponsorship:**

***Option 1:***

Please indicate the Organisation’s acceptance of the terms and conditions of this Letter of Agreement including the Conditions of Sponsorship by signing and returning one (1) copy of this Letter of Agreement to the State’s Delegate within fourteen (14) days.

***Option 2:***

Please indicate the Organisation’s acceptance of the terms and conditions of this Letter of Agreement including the Conditions of Sponsorship by signing, scanning and emailing a copy of this Letter of Agreement to the State’s Delegate within fourteen (14) days.

If it is not possible for the Organisation to sign and return a scanned copy of this Letter of Agreement within fourteen (14) days, the Organisation may indicate its acceptance of the terms and conditions of this Letter of Agreement including the Conditions of Sponsorship by emailing the State’s Delegate advising of the Organisation’s unconditional acceptance of the Letter of Agreement including the Conditions of Sponsorship within fourteen (14) days.

Should you require any further information, please contact **[name]** on **[telephone]** or at **[email****]**.

Yours sincerely

**[Name]**

**[Title]**

**ENC.**

Signed for and on behalf of the Organisation by a person duly authorised to act on its behalf:

Name: ………………………………. Signature: …………………………….

This ………… day of ………………………………… 20XX

**CONDITIONS OF SPONSORSHIP**

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

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 Item 10 of the Letter of Agreement.

**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 the Letter of Agreement, these Conditions of Sponsorship and any 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 Logo** means the logo version of the Queensland Coat of Arms specified in Item 7 of the Letter of Agreement, if applicable.

**Commencement Date** means the date that the Organisation signs the Letter of Agreement.

**Completion Date** means the date specified in the Letter of Agreement.

**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 Item 10 of the Letter of Agreement 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 outlined in Item 9 of the Letter of Agreement.

**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 the Letter of Agreement.

**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 4 of the Letter of Agreement.

**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 Item 5 of the Letter of Agreement..

**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 the Letter of Agreement that is hosting the Initiative.

**Outcomes** means the objectives for the Initiative identified in Item 2 of the Letter of Agreement.

**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 the Letter of Agreement.

**Sponsorship Entitlements** means the benefits the State is to receive in consideration for its support of the Initiative as set out in Item 6 of the Letter of Agreement

**Sponsorship Fee** means the total amount (if any) set out in Item 5 of the Letter of Agreement, 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 the Letter of Agreement.

**State Acknowledgement** means recognition of the State’s support of the Initiative in the form specified in Item 8 of the Letter of Agreement.

**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.

**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. Letter of Agreement;
		2. any annexures or attachments referred to in the Letter of Agreement; and
		3. these Conditions of Sponsorship.
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. Subject to clauses 3.3 and 4.2 and only if the Letter of Agreement indicates the State has granted permission for the Coat of Arms to be used in conjunction with the Initiative, the State grants to the Organisation a non-exclusive, royalty free, non-transferrable 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.
	2. The Organisation must:
		1. not modify the Coat of Arms Logo in any way without the consent of the State;
		2. obtain written consent of the State prior to publishing, producing, printing or distributing any material containing the Coat of Arms;
		3. not sub-licence, assign the use of or transfer the Intellectual Property in the Coat of Arms without the consent of the State; and
		4. use the Coat of Arms in accordance with any corporate identity or style policy or guidelines for use provided by the State.
	3. 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 the agency described in the Letter of Agreement.
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 Item 5 of the Letter of Agreement.
	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 at Item 5 of the Letter of Agreement or thirty (30) days of receipt of a valid tax invoice.
	3. Where Item 5 of the Letter of Agreement 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 4 of the Letter of Agreement .
	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 the insurances specified in Item 1 of the Letter of Agreement.
	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
		2. 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 4.2, 5.1(b), 5.1(c), 5.1(e), 5.1(f), 6.1(b), 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 Delegate, 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 named in the Letter of Agreement 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.
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 – 16.6 (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 counterparty were on the same document.
	2. This Agreement may be signed electronically and its execution may be communication by electronic transmission.