**STUDENT CLUB SPONSORSHIP AGREEMENT**

**BETWEEN:**

1. **Macquarie University** **ABN 90 952 801 237** of Balaclava Road, Sydney, New South Wales 2109 (‘the University’); and
2. **[insert company name] Pty Ltd ABN [insert ABN] of [Insert address of Sponsor]** (‘the Sponsor’).

*[Note: even if an individual sponsor, if an ABN is held, it must be included]*

**BACKGROUND**

1. [The University](mailto:U@MQ) is a public research university situated in Sydney, Australia.
2. The Club is a student association, club or society affiliated with, and operates under the sanction of the University.
3. The University or the Club set out in Item 1 of the Schedule is [the organiser of the Event]/ [or is associated with the Sponsored Item] set out in Item 2 of the Schedule.
4. The Sponsor wishes to be associated with the University and the University has agreed to grant to the Sponsor the right to sponsor the [Event/ the Sponsored Item] under the terms of this Agreement.

**IT IS AGREED** as follows:

1. **DEFINITIONS**
   1. In this Agreement the following terms have the following meanings:

***Agreement*** means this agreement (including any Schedules) and any document that varies or supplements it.

***Benefits*** means the provision of in-kind or promotional support or goods or services by the Sponsor as set out in Item 4.

***Business Day*** means a day which is not a Saturday, Sunday or public holiday in New South

Wales.

***Event*** means an event or conference, or sporting activity conducted by the University or Club as set out in Item 2.

***Intellectual Property*** means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and any moral rights as defined in section 189 of the Copyright Act 1968;

***Item*** refers to an Item set out in the Schedule to this Agreement;

***MQ Personal Information*** means any information or an opinion whether true or not (including information or an opinion forming part of a database and whether or not in a material form) which is collected or held in connection with this Agreement by the Sponsor about an employee, contractor, Club member or student of the University, whose identity is apparent or can reasonably ascertained from the information or opinion.

***GST*** has the same meaning given to the term in the GST Law.

***GST Law*** means A New Tax System (Goods & Services Tax) Act 1999 (Cth), related legislation and any delegated legislation made pursuant to such legislation.

***Sponsor Personal Information*** means any information or an opinion whether true or not (including information or an opinion forming part of a database and whether or not in a material form) which is collected or held by or on behalf of the University in connection with this Agreement about an employee of the Sponsor, agent or guest of the Sponsor, whose identity is apparent or can reasonably ascertained from the information or opinion.

***Sponsored Item*** means a competition (or the participation in a competition), award, prize, equipment, clothing or any other thing or activity that is not an Event and may be the subject of sponsorship as set out in Item 2.

***Sponsor Rights*** means the rights granted to the Sponsor under this Agreement as set out in   
Item 5.

***Sponsorship Fee*** means the provision of financial support to the Club as set out in Item 3.

***Term*** has the meaning provided in clause 2.

* 1. In this Agreement:
     1. references to a ‘person’ includes a corporation, trust, partnership, association, organisation (in each case whether or not being a separate legal entity) and a reference to any of them includes a reference to the others;
     2. a reference to the singular includes the plural and vice versa;
     3. all words and phrases used in clauses concerning GST have the meaning under *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* (**GST Act**);
     4. a reference to dollars or $ is to Australian currency;
     5. if there is any inconsistency between this Agreement, the Schedules or any other document or attachment incorporated by reference, to the extent of any such inconsistency, the order of priority will be:

1. this Agreement (excluding the Schedules);
2. the Schedules;
3. any attachment or document incorporated by reference.
   * 1. Headings are for convenience only and do not form part of this Agreement or affect its interpretation;
     2. a provision of this Agreement must not be interpreted to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement; and
     3. where the context requires, a reference to a party includes all of that party’s employees, contractors, consultants and agents.
4. **GRANT OF SPONSORSHIP**
   1. In consideration for the Sponsorship Fee and/or Benefits, the University grants the Sponsor the Sponsor Rights set out in Item 5 of the Schedule from Commencement Date set out in Item 6 of the Schedule and expires on the Expiry Date set out in Item 7 of the Schedule (**the Term**) unless terminated earlier in accordance with this Agreement.
   2. The parties may extend the Term by written agreement.
5. **SPONSORSHIP FEES**
   1. In consideration of the Sponsor Rights granted under this Agreement, the Sponsor:
      1. will pay the University the Sponsorship Fee set out in Item 3 of the Schedule; and
      2. will provide the Benefits (if any) set out in Item 4 of the Schedule.
   2. If Item 3 specifies that the Sponsor must pay a Sponsorship Fee, then the Sponsor is to pay that Sponsorship Fee by the date or dates specified in Item 3. If no date is specified in Item 3, the Sponsor is to provide the Sponsorship Fee by the date specified on the invoice rendered by the University in accordance with this Agreement.
   3. If Item 4 specifies that the Sponsor must provide Benefits, then the Sponsor is to provide those Benefits to the Club by the date or dates specified in Item 4. If no date is specified in Item 4, the Sponsor is to provide the Benefits by the earlier of the date of the Event or Sponsored Item or 30 days from the date of this Agreement.
6. **SPONSOR’S GENERAL OBLIGATIONS**
   1. The Sponsor must:
      1. not exercise the Sponsor Rights in any way which, in the reasonable opinion of the University, is prejudicial to the image or reputation of the University, the Sponsored Item or the Event referred to in Item 2 of the Schedule;
      2. not without the prior written consent of the University engage in any joint exploitation or use of a Sponsor Right with any third party outside the sponsor’s related bodies corporate;
      3. not assign its rights under this Agreement without the prior written consent of the University;
      4. perform any obligation under this Agreement or provide any Benefits in good faith and in the best interests of the Club and University.
7. **UNIVERSITY’S GENERAL OBLIGATIONS**
   1. The University will:
      1. use reasonable steps to hold the Event or undertake the activities as set out in Item 2 of the Schedule;
      2. not knowingly do any act during the Term which, would reasonably be regarded as prejudicial to the image of the Sponsor, a Sponsor mark or Sponsor product;
      3. use reasonable steps to perform or allow the performance of the Sponsor Rights as set out at Item 5.
   2. Nothing in this Agreement shall be construed as to create any obligation on the University to promote or advertise the Club or Event during the Term. Any decision to promote or advertise the Club or Event is at the sole discretion of the University.
   3. Nothing in this Agreement shall be construed as to create any obligation on the University to promote or advertise the Sponsor beyond the scope of the Sponsor Rights set out in Item 5.
   4. Unless the Sponsor Rights set out in Item 5 specify that the Sponsor is to have exclusive sponsorship of the Club or Event, nothing in this Agreement shall be construed as to create an exclusive sponsorship right to the Sponsor or otherwise prevent the University or the Club from obtaining other sponsors for the same Event.
8. **SPONSOR’S INTELLECTUAL PROPERTY**
   1. The use of the Sponsor’s trademarks or logos does not confer any ownership right in the user in respect of the Sponsor’s trademarks or logos.
   2. The University for itself and on behalf of the Club may use the Sponsor’s name, trademarks or logos on material, including promotional material, websites (including any Club website), social media sites, uniforms and Club equipment in connection with the Event and/or the Sponsored Items. Where the Sponsor gives reasonable written directions as to the use of the Sponsor’s name, trademarks or logos the University will comply with those requirements and use steps so that members of the Club involved with the Event or Sponsored Item comply with those requirements.
   3. The University will not register any trademarks, logos, designs, symbols or other registrable intellectual property rights or business or company names containing the Sponsor’s name, trademarks, designs or logos.
   4. Where practicable and not already listed in the Schedule, the University will consult with the Sponsor as to the items on which the Sponsor’s trademarks or logos are to appear.
9. **MACQUARIE UNIVERSITY’S INTELLECTUAL PROPERTY**
   1. The Sponsor must obtain the prior written approval of the University to use [the University](mailto:U@MQ)’s name, trademarks or logos prior to publication or distribution of any material using their name, trademarks, logos and must only use the name, trademarks or logos in accordance with the University’s brand guidelines as updated from time to time.
   2. Except as set out in this Agreement, or approved by the University in writing, the Sponsor has no right to use [the University](mailto:U@MQ)’s name, trademarks or logos. Any such approval to use the University’s name, trademarks or logos is under licence only and does not vest any ownership rights in the user in respect of the name, trademarks or logos. Any licence granted to the Sponsor is non-transferrable, personal and expires on the Expiry Date after which the Sponsor must make reasonable endeavours to remove, delete or destroy any and all materials referencing or using the University’s trademark’s or logos.
   3. The Sponsor must not register or attempt to register any trademarks, logos, designs, symbols or other registrable intellectual property rights, business, association or names or company names containing, substantially identical, or deceptively similar to the University’s name, trademarks, designs or logos or names, trademarks, logos, designs used by the Club.
   4. The Sponsor must not use the University’s name, marks or logos in any manner likely to jeopardise the validity of the marks or logos or which may bring the University into disrepute. the University retains an absolute right to terminate this agreement if it considers, at its sole discretion, the Sponsor has used the University’s name, mark or logos in a manner which jeopardises the validity of the University’s marks or logos or otherwise brings the University into disrepute. This subclause 7.5 is an essential term of this Agreement.
   5. This clause 7 survives termination or expiry of this Agreement.
10. **PERFORMANCE OF AGREEMENT**
    1. The University may delegate or subcontract the provision of the Event or Sponsored Items, including to other controlled entities of the University, or to members of the Club.
    2. The University may provide such information as is reasonably required to any delegate, subcontractor or agent in connection with this Agreement and its performance.
11. **GST**
    1. If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause (***GST exclusive consideration***) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made. For the avoidance of doubt, where the consideration provided for a supply is non-monetary, the GST inclusive market value of the consideration provided (i.e. the Benefits (as is relevant depending on the party making the supply)) is used to determine the price and value of the supply. Where the Sponsor is the party making the supply, they will endeavour to advise the other party of the market value of the Benefits to be provided as soon as practicable if not specified in this Agreement.
    2. If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by an amount equal to any input tax credit the other party is entitled to in respect of the loss, cost or expense, and then increased in accordance with this GST clause (if applicable).
    3. Each party agrees that if it makes a taxable supply under or in connection with this Agreement, it will provide a tax invoice for that supply in accordance with the provisions of the GST Act.
    4. If at any time an adjustment of GST arises in connection with any supply made or deemed to be made under or in connection with this Agreement by the supplier, a corresponding adjustment to the GST amount must be made between the supplier and the recipient and any payment necessary to give effect to the adjustment must be made. In addition, the supplier must provide an Adjustment Note to the recipient at the same time the adjustment occurs.
12. **WARRANTIES AND INDEMNITIES**
    1. Each party warrants to the other that it is able to grant the rights and perform its obligations in this Agreement.
    2. The Sponsor warrants to the University that it has valid rights to use its trade marks, name, logos and its trademarks, name or logos do not infringe the trade marks, names, logos or intellectual property rights of any person.
    3. The Sponsor indemnifies the University for any claims, proceedings, losses, expenses and liabilities (including legal fees on a solicitor and own client basis) in connection with any breach of clause 10.2. This clause survives termination or expiry of this Agreement.
    4. Subject to clause 8.2, each party will not disclose to any third party outside that party’s group other than to its advisers, auditors, insurers or risk cover providers, or as required by law or for governance or compliance purposes, or as agreed between the parties, any information relating to the business or affairs of the other. However, the identity of the Sponsor and nature of the sponsorship may be disclosed to potential sponsors of the Event.
13. **INSURANCE AND RISK COVER**
    1. The Sponsor must maintain:
       1. public liability insurance for an insured amount of not less than $20 million per occurrence or an amount as otherwise agreed by the University;
       2. workers compensation insurance as required by applicable law.
    2. Any equipment or property of the Sponsor used or stored on University property or premises is at the Sponsor’s risk and the sponsor is responsible for holding any relevant property insurances in respect of the Sponsor’s property.
    3. The University will maintain or be covered under a group cover:
       1. for public liability risk in an amount not less than $20million;
       2. for workers compensation insurance as required by applicable law.
    4. Each party must supply certificates of currency upon request by the other party.
14. **EVENTS BEYOND CONTROL OF PARTIES**
    1. If an event or circumstance beyond the control of the University including war, terrorism, hostilities, riot or commotion, strikes, operation of the forces of nature such as flood, earthquake, fire, quarantine measures, materially impact the University’s ability to perform this Agreement, the University may either:
       1. consult with the Sponsor (and other sponsors) as to suspending performance until a time when the Agreement can be performed; or
       2. terminate this Agreement.
    2. If termination occurs under clauses 12 or 13, [the University](mailto:U@MQ)’s liability is limited to repaying that part of the Sponsorship Fee actually received less amounts incurred or spent in connection with the Event or Sponsored Item.
15. **TERMINATION**
    1. **Rights of Termination**
       1. Either party may terminate this Agreement by giving written notice to the other party if:
          1. the other party commits any breach of any of the provisions of this Agreement where the breach is not remedied to the satisfaction of the party not in breach (acting reasonably) within 5 Business Days (or such longer period as specified in the notice) after the receipt of the notice;
          2. the other party goes into liquidation (except for the purposes of amalgamation or reconstruction) or receivership (including administrative receivership) or has an administrator appointed, stops or suspends payment of all or a material part of its debts or makes any arrangement or composition with its creditors; or
          3. the other party is involved in any conduct or activity which, on the part of the Sponsor, is detrimental to the image and reputation of the Event or, on the part of the University, substantially diminishes the value of the Sponsor Rights as the case may be; and
       2. The Sponsorship fee in item 3 will be refunded to the Sponsor if at the time of termination, the benefits and sponsorship services in item 4 and the Sponsor Rights in item 5 have not occurred.

* 1. **Consequences of termination**

Upon termination under this clause 13 or expiry of the Term:

* + 1. the rights and obligations of the parties under this Agreement shall terminate and be of no future effect except that clauses 7, 10.3, 10.4, 14, 15, 16, 17 and 18 remain in full force and effect;
    2. any rights or obligations which have accrued to any of the parties to this Agreement before termination shall not be affected by such termination; and
    3. on termination of this Agreement for any reason, the Sponsor must cease to use the University’s logo, trademarks and intellectual property rights and any other print and promotional material prepared under this Agreement and the University must cease to use the Sponsor’s logo, trademarks and intellectual property rights.

1. **PRIVACY**
   1. The University may use Sponsor Personal Information for the purposes of performing this Agreement, including in connection with the Event, Sponsored Item, management of guest and attendee lists and acknowledgements in relation to the Event.
   2. The Sponsor:
      1. will keep and will ensure that its staff and contractors keep MQ Personal Information confidential; and
      2. may use MQ Personal Information for the purposes of performing this Agreement. The Sponsor must not use or disclose MQ Personal Information for any other purpose, without the prior written consent of the University.
   3. This clause survives the termination or expiry of this Agreement.
2. **LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement, whether express or implied, in no event shall the University’s aggregate liability with respect to any and all losses, costs, damages or claims arising out of or in connection with this Agreement, its performance or breach, whether such liability is based in contract, repudiation, indemnity, warranty, tort (including negligence of any kind), strict liability or otherwise, exceed the amount of the sponsorship fee paid to the University under this Agreement.

1. **DISPUTE RESOLUTION**

In the event of any dispute or claim in connection with this Agreement, an authorised representative of each party must meet to try to resolve the matter. In the event such negotiations do not resolve the matter within 1 month of being referred to the authorised representatives, either party may refer the matter in dispute to mediation. If there is no agreement between the parties as to the mediator, the mediator will be nominated by the Australian Commercial Disputes Centre. No legal action may be commenced until the dispute resolution procedures in this clause have occurred.

1. **GENERAL**
   1. This Agreement may be executed in any number of counterparts. All counterparts together are deemed to form one instrument.
   2. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior agreements, representations, warranties and arrangements whether written or oral relating to its subject matter.
   3. This Agreement may only be varied by the written agreement of authorised representatives of each party.
   4. No failure or delay by the University in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
   5. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
   6. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
   7. Each party is responsible for any costs, including any legal costs, associated with the review and execution of this Agreement.
   8. Any formal notice required to be given under this Agreement must be in writing addressed to the address of the relevant party set out in Item 8 or Item 9 of the Schedule and may be:
      1. personally delivered or sent by facsimile in which case it shall be deemed to have been given on actual receipt;
      2. sent by pre-paid post, in which case it is deemed given two Business Days after posting.
2. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of New South

Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

**MACQUARIE UNIVERSITY CLUB SPONSORSHIP AGREEMENT**

Executed as an Agreement

For and on behalf of **Macquarie University**   
by its authorised signatory in the presence of:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Witness Signature |
|  |  |  |
| Name of Signatory |  | Witness Name |
|  |  |  |
| Position |  |  |
|  |  |  |
| Date |  | Date |

For and on behalf of **[COMPANY] PTY LTD**

**ACN** [ insert ACN ] by its duly authorised signatory in the presence of:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Witness Signature |
|  |  |  |
| Name of Signatory |  | Witness Name |
|  |  |  |
| Position |  |  |
|  |  |  |
| Date |  | Date |

**MACQUARIE UNIVERSITY CLUB SPONSORSHIP AGREEMENT**

|  |  |
| --- | --- |
|  | **SCHEDULE** |
| ***Item 1***  ***Club*** | [Insert name of Macquarie University Affiliated Club] |
| ***Item 2***  ***Event / Sponsored Item*** | Insert details of Event/conference which is to be sponsored including name, venue and dateof Event or sponsored item/s. |
| ***Item 3***  ***Sponsorship Fee*** | $[insert fee] plus GST to be paid in full by [insert date] |
| ***Item 4***  ***Benefits/***  ***Sponsorship services to***  ***University*** | The Sponsor will provide:  a) by [insert date]  b) by [insert date]  c) by [insert date] |
| ***Item 5***  ***Sponsor Rights*** | *The Sponsor will be the non-exclusive sponsor of the Event or Club.*  *The Club will acknowledge the Sponsor in the following ways:*  *{list examples below. Examples of sponsorship may include the following}*   1. Displaying the Sponsor’s logo on [description (ie training uniforms, newsletters, Event flyers, ground signage) ]. 2. Allowing the Sponsor to hold a stall at the Event; 3. Be a naming rights sponsor of an award or prize; 4. Be a naming rights partner of the Event. |
| ***Item 6***  ***Commencement Date*** |  |
| ***Item 7***  ***Expiry Date*** | At the end of date of the Event on [insert date] /  insert date if no Event. |
| ***Item 8***  [***University***](mailto:U@MQ) ***Address for***  ***Notices*** | Lilia Draganov  Senior Manager, Student Life  Student Engagement  Level 3, 18 Wally's Walk  Macquarie University NSW 2109 |
| ***Item 9***  ***Sponsor Details***  ***for Notices*** | [Insert Name, Street address, Postal Address and Phone]  Street Address:  Postal Address:  Attention:  Phone:  Fax:  Email: |