

MACQUARIE UNIVERSITY CLUB SPONSORSHIP AGREEMENT

BETWEEN:

- (1) **U@MQ Ltd ABN 27 125 926 169** of Balaclava Road, Sydney, New South Wales 2109 (**'the University'** or **'U@MQ'**); and
- (2) _____ **Pty Ltd ABN** _____ (**'the Sponsor'**).
[Note: even if an individual sponsor, if an ABN is held it must be included]

BACKGROUND

- A. U@MQ Ltd is a controlled entity of Macquarie University, providing facilities and support to Macquarie University students.
- B. The Club is a student group or club that is affiliated with Macquarie University.
- C. 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. The Sponsor wishes to be associated with the University and has agreed to provide financial sponsorship of the [Event/ the Sponsored Item] under the terms of this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement the following terms have the following meanings:

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

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 be ascertained from the information or opinion.

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 be ascertained from the information or opinion.

1.2 In this Agreement:

- 1.2.1 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;
- 1.2.2 a reference to the singular includes the plural and vice versa; and
- 1.2.3 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**)

2 SPONSOR RIGHTS

In consideration for the Sponsorship Fee set out in Item 3 of the Schedule, the University grants the Sponsor the Sponsor Rights set out in Item 6 of the Schedule for the Term.

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3 SPONSORSHIP FEES

- 3.1 In consideration of the Sponsor Rights granted under this Agreement, the Sponsor:
- 3.1.1 will pay the University the Sponsorship Fee set out in Item 3 of the Schedule; and
 - 3.1.2 will provide the Benefits and services (if any) set out in Item 5 of the Schedule.

4 SPONSOR'S GENERAL OBLIGATIONS

- 4.1 The Sponsor must:
- 4.1.1 not exercise the Sponsor Rights in any way which, in the reasonable opinion of the University, is prejudicial to the image or reputation of Macquarie University, or the Event referred to in Item 2 of the Schedule;
 - 4.1.2 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. The Sponsor may not assign its rights under this Agreement without the prior written consent of the University;
 - 4.1.3 in consultation with the University, publicise and promote the Event in the course of exercising the Sponsor Rights.

5 UNIVERSITY'S GENERAL OBLIGATIONS

- 5.1 The University shall:
- 5.1.1 use reasonable steps to hold the Event as set out in Item 2 of the Schedule;
 - 5.1.2 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.

6 SPONSOR'S INTELLECTUAL PROPERTY

- 6.1 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.
- 6.2 Macquarie University and the University for itself and on behalf of Macquarie University and 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.
- 6.3 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.
- 6.4 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.

7 MACQUARIE UNIVERSITY'S INTELLECTUAL PROPERTY

- 7.1 The Sponsor must obtain the prior written approval of the University to use Macquarie University's or 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 Macquarie University and the University's requirements, including the One Voice One Image Brand Guide on the www.mq.edu.au website.

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- 7.2 Except as set out in this Agreement, or approved by the University in writing, the Sponsor has no right to use Macquarie University's or U@MQ Ltd's name, trademarks or logos.
- 7.3 The use of Macquarie 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.
- 7.4 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 Macquarie University's name, trademarks, designs or logos or names, trademarks, logos, designs used by the Club.
- 7.5 The Sponsor must not use Macquarie University's name, Marks or logos in any manner likely to jeopardise the validity of the Marks or logos or which may bring Macquarie University or the University into disrepute.
- 7.6 This clause 7 survives termination or expiry of this Agreement.

8 PERFORMANCE OF AGREEMENT

- 8.1 The University may delegate or subcontract the provision of the Event or Sponsored Items, including to Macquarie University (including a Faculty) or other controlled entities of Macquarie University, or to members of the Club.
- 8.2 The University may provide such information as is reasonably required to any delegate, subcontractor or agent in connection with this Agreement and its performance.

9 GST

- 9.1 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 In Kind Sponsorship Fee or the Sponsorship 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 Sponsorship Benefits to be provided as soon as practicable if not specified in this Agreement.
- 9.2 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).
- 9.3 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.
- 9.4 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.

10 WARRANTIES AND INDEMNITIES

- 10.1 Each party warrants to the other that it is able to grant the rights and perform its obligations in this Agreement.
- 10.2 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.

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- 10.3 The Sponsor indemnifies Macquarie University and the University, for itself and on behalf of Macquarie University against 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.
- 10.4 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.

11 INSURANCE AND RISK COVER

- 11.1 The Sponsor must maintain:
- 11.1.1 public liability insurance for an insured amount of not less than \$20million per occurrence or an amount as otherwise agreed by the University;
 - 11.1.2 workers compensation insurance as required by applicable law.
- 11.2 Any equipment or property of the Sponsor used or stored on Macquarie 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.
- 11.3 The University will maintain or be covered under a group cover as determined by Macquarie University:
- 11.3.1 for public liability risk in an amount not less than \$20million;
 - 11.3.2 for workers compensation insurance as required by applicable law.
- 11.4 Each party must supply certificates of currency upon request by the other party.

12 TERM OF AGREEMENT

- 12.1 This Agreement commences on the Commencement Date set out in Item 7 of the Schedule and expires on the Expiry Date set out in Item 8 of the Schedule unless terminated earlier in accordance with this Agreement.
- 12.2 The parties may extend the Term by written agreement.

13 EVENTS BEYOND CONTROL OF PARTIES

- 13.1 If an event or circumstance beyond the control of Macquarie University or 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:
- 13.1.1 consult with the Sponsor (and other sponsors) as to suspending performance until a time when the Agreement can be performed; or
 - 13.1.2 terminate this Agreement.
- 13.2 If termination occurs under clauses 13 or 14, 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.

14 TERMINATION

- 14.1 Rights of Termination

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14.1.1 Either party may terminate this Agreement by giving written notice to the other party if:

- a) 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;
- b) 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
- c) 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

14.1.2 the University may terminate this Agreement for convenience at any time by providing not less than 7 days written notice to the Sponsor.

14.2 Consequences of termination

Upon termination under this clause 14 or expiry of the Term:

14.2.1 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, 15, 16, 17, 18 and 19 remain in full force and effect;

14.2.2 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

14.2.3 on termination of this Agreement for any reason, the Sponsor must cease to use Macquarie 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.

15 PRIVACY

15.1 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.

15.2 The Sponsor:

15.2.1 will keep and will ensure that its staff and contractors keep MQ Personal Information confidential; and

15.2.2 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.

15.3 This clause survives the termination or expiry of this Agreement.

16 LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, whether express or implied, in no event shall the University's and Macquarie 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,

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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.

17 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.

18 GENERAL

- 18.1 This Agreement may be executed in any number of counterparts. All counterparts together are deemed to form one instrument.
- 18.2 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.
- 18.3 This Agreement may only be varied by the written agreement of authorised representatives of each party.
- 18.4 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 9 or Item 10 of the Schedule and may be:
- 18.4.1 personally delivered or sent by facsimile in which case it shall be deemed to have been given on actual receipt;
 - 18.4.2 sent by pre-paid post, in which case it is deemed given two Business Days after posting.

19 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.

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Executed as an Agreement

Date:

For and on behalf of **U@MQ LTD**
ACN 125 926 169 by its authorised signatory in the
presence of:

Signature

Witness

Name of Signatory

Witness Name

Position

For and on behalf of **[COMPANY] PTY LTD**
ACN by its duly authorised
signatory in the presence
of:

Signature

Witness

Name of Signatory

Witness Name

Position

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	SCHEDULE
Item 1 Club	
Item 2 Event/conference [or]	
Item 2 Sponsored Item	
Item 3 Sponsorship Fee	
Item 4 Breakdown of Sponsorship Fee (if applicable)	
Item 5 Benefits/ Sponsorship services to University	The Sponsor will provide:
Item 6 Sponsor Rights	The Sponsor will obtain the following Sponsor Rights:
Item 7 Commencement Date	
Item 8 Expiry Date	
Item 9 U@MQ Ltd Address for Notices	U@MQ Limited, Building C10A, Macquarie University, Balaclava Road, NSW 2109 Attention: Company Secretary Fax: 02 9850 9629
Item 10 Sponsor Address for Notices	Street Address: Postal Address: Attention: PH: