



Sponsorship Agreement between VicForests and the Sponsored Party

1 Definitions

In this Sponsorship Agreement:

- (a) the Sponsored Party means the party whose name is listed in the Schedule as being the Sponsored Party;
- (b) words that are capitalised are defined in the Schedule and the Schedule forms part of this Sponsorship Agreement and
- (c) the words “**us**”, “**we**” and “**our** “ mean VicForests and the words “**you**” and “**your**” mean the Sponsored Party.

2 Sponsorship

- 2.1 We agree to provide you with the Sponsored Amount provided that you comply with all of your obligations under this Sponsorship Agreement.
- 2.2 You must use the Sponsored Amount only for the purposes of your Event/Activity and you must not spend the Sponsored Amount on anything that is not directly related to the holding, running or carrying out of your Event/Activity specified in your application for sponsorship.
- 2.3 At our request, you must provide us with evidence of use of the Sponsored Amount, including receipts and relevant accounts, as well as reasonable evidence demonstrating the use of such funding.
- 2.4 We will pay the Sponsored Amount to you on the following basis :
 - (a) We receive a valid tax invoice from you for the amount of your grant
 - (b) You provide your bank account details for your payment to be processed
- 2.5 The funds must be utilised for your Event/Activity by the end of the 2011/12 financial year.

3 Promotion

- 3.1 You must acknowledge our support as a sponsor of your Event/Activity in all announcements, publicity, and programs for your Event/Activity and must comply with all of the Promotional Obligations as set out in the Schedule.
- 3.2 To assist you in carrying out the Promotional Obligations, we will provide you with the Assistance set out in the Schedule.
- 3.3 You agree that we can take photographs or video recordings at any time during your Event/Activity and that we have the right to use the photographs or video recordings for any purpose at any time, including for example for use on our website or in our publicity or promotional materials.
- 3.4 Where you are required under this Sponsorship Agreement to use our logo, you must always:
 - (a) provide us with final finished drafts of all materials/documents etc where our logo is to be used; and
 - (b) obtain our prior written approval to all such uses of our logo before you can use them and release them to the public. We may, at our sole discretion, withhold our approval altogether or require you to make amendments to the materials/ documents (for example such as to the wording of the text or location of the logo) before we will give our approval to their use.

- 3.5 You acknowledge and warrant to us that you will not use or authorise the use of our logo or other materials supplied by us to you under this Sponsorship Agreement at any time, except where authorised by this Sponsorship Agreement and in the manner so authorised by us.
- 3.6 You acknowledge and agree that all materials and intellectual property supplied by us to you under this Sponsorship Agreement remain our property at all times and that you must not use any of our materials or intellectual property for any purpose other than carrying out the Event/Activity as specified in this Sponsorship Agreement.
- 3.7 Within 30 days from the conclusion of your Event/Activity, you must return to us all unused or re-usable materials that we have supplied to you under this Sponsorship Agreement, including for example the banners and/or signage, any undistributed factsheets and any un-used promotional clothing or other promotional materials.

4 No liability

- 4.1 You agree and acknowledge that you are entirely responsible for every aspect of your Event/Activity, including meeting all legal and other obligations or requirements. You agree that we have no responsibility or liability whatsoever for your Event/Activity and that you will make no claim whatsoever against us. You also agree to indemnify us in the event that any claim whatsoever is brought against us by anyone in connection with your Event/Activity.
- 4.2 You acknowledge and declare that we have not at any time provided you with any financial and/or legal advice with respect to the advisability or otherwise of entering into this Sponsorship Agreement and/or the force and effect of the terms of this Sponsorship Agreement and the advantages and/or disadvantages of entering into this Sponsorship Agreement.

5 Term and Termination

- 5.1 This Sponsorship Agreement shall remain in place until you have fulfilled all of your obligations unless terminated earlier in accordance with the provisions of this Sponsorship Agreement.
- 5.2 Despite anything else said in this Sponsorship Agreement, we have the right to immediately terminate this Sponsorship Agreement if any of the following occurs:
 - (a) you breach any of your obligations under this Sponsorship Agreement;
 - (b) you do not carry out your Event/Activity before the End Date;
 - (c) your Type of Organisation (as set out in the Schedule) or Purpose (as set out in the Schedule) changes or varies in any way from the way it was described to us by you at or before the Start Date;
 - (d) you cease to operate, shut-down or suspend your activities;
 - (e) you are subject to the appointment of a liquidator, administrator, receiver and/or receiver and manager;
 - (f) you become an individual or a commercial business;
 - (g) your Event/Activity is not based in our Central Highlands or Gippsland regions;
 - (h) you have used, or intend to use the Sponsored Amount for the purposes of:
 - (i) travel or accommodation costs for interstate or overseas travel; and/or
 - (ii) staff salaries or the employment of consultants to deliver the Event/Activity or other projects/services; and/or
 - (i) we have reason to believe that:
 - (i) your Event/Activity has already taken place before the Start Date
 - (ii) you will not complete your Event/Activity before the End Date;
 - (iii) your aims, objectives or beliefs are not in accord with our activities or our aim of contributing to a sustainable native forestry industry; and/or
 - (iv) you have spoken or acted in such a way that could damage our reputation or bring us into disrepute.

5.3 If we terminate this Sponsorship Agreement under clause 5.2, we have the right to require you to repay any and all amounts that we have paid to you and we will make no further payment to you.

6 Other

6.1 You agree to act in good faith and fully cooperate and liaise with us (primarily through our contact person - whose details are set out in the Schedule or as we otherwise notify to you in writing from time to time) as much as possible to ensure that this Sponsorship Agreement operates effectively throughout its term. You also agree to do whatever we reasonably require of you to give effect to this Sponsorship Agreement and to perform your obligations under it.

6.2 You acknowledge and agree that you must ensure that all persons connected with you and your Event/Activity comply at all relevant times with the requirements of this Sponsorship Agreement.

6.3 You acknowledge and agree that you will not do or say anything to bring VicForests into disrepute or to damage our reputation.

6.4 You acknowledge and agree that this Sponsorship Agreement is not intended to, and does not, create any partnership, joint venture, agency or employment relationship between you and us.

6.5 This Sponsorship Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.

By signing this Sponsorship Agreement, you are declaring and agreeing that you understand your obligations under this Sponsorship Agreement and that you understand and agree that you must comply with all of your obligations set out in this Sponsorship Agreement (including the Schedule).

EXECUTED as an agreement

Signed for and on behalf of **[INSERT SPONSORED PARTY'S NAME]** in the presence of:

.....
Signature

.....
Witness

.....
Name (print)

.....
Witness' Name (print)

Date signed by Sponsored Party:.....

Executed by the duly authorised delegate of **VicForests** in the presence of:

.....
Witness

.....
Delegate

.....
Name of Witness (print)

.....
Name of Delegate (print)

Date signed by VicForests:.....

SCHEDULE

Sponsored Party:	Name or organisation or group: ACN/ABN: Address: Contact person: Telephone number: Email address:
Type of Organisation (eg not-for-profit, community group) of Sponsored Party:	
Purpose of the Sponsored Party (description of purpose/activities):	
Sponsored Amount:	\$ (exclusive of GST)
Event/Activity:	
End Date (by which the Event/Activity needs to be completed)	
Event date(s):	
Bank account details:	Bank name: BSB: Account number: Account name:
Start Date:	The date that this Sponsorship Agreement is signed by VicForests.
Promotional Obligations:	You acknowledge and agree that you must: <ul style="list-style-type: none"> (a) recognise and identify VicForests as a sponsor of the Event/Activity; (b) display VicForests' logo on your website(s), in all of your generated materials, including correspondence, event programs, entry forms, newsletters, brochures, flyers, advertisements and other communications; (c) prominently display any VicForests banners and logos (as provided by VicForests) at the Event/Activity; (d) distribute any factsheets provided by VicForests to members of the public attending the Event/Activity; (e) feature the VicForests name and logo in local media relating to the Event/Activity (such as radio, newspaper, billboards, posters)

	<p>and TV, where applicable);</p> <p>(f) wear any promotional clothing supplied by us for wearing during the Event/Activity and during activities connected to the Event/Activity (such as at promotional events);</p> <p>(g) only use, display and disseminate the materials and logos provided by VicForests, unless with the prior approval of VicForests;</p> <p>(h) obtain prior approval from us as to how you propose to carry out the above obligations; and</p> <p>(i) anything else that we may agree with you from time to time.</p>
Assistance:	<p>To help you carry out your Promotional Obligations, where we wish you to do so we will supply you with:</p> <ul style="list-style-type: none"> • banners and/or signage for display at your Event/Activity; • any factsheets other VicForests promotional material to be distributed or displayed by you; and • anything else that we may agree with you from time to time.
VicForests contact person:	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Telephone number:</p> <p>Email address:</p>