



Division of Philanthropy

# Master of Urban Development and Design Graduand Exhibition 2018 Sponsorship

YES, I WANT TO SPONSOR THE MUDD GRADUAND EXHIBITION 2018:

**Sponsorship Level:** ☐ **Platinum \$5,500** ☐ **Gold \$2,200** ☐ **Silver \$1,100** ☐ **Bronze \$550**

\*Sponsorships are inclusive of GST and subject to the UNSW Event Sponsorship Provisions attached.

I WANT TO PAY BY:

(payable to  
UNSW Sydney)☐ Cheque☐ Money Order☐ MasterCard☐ Visa☐ American Express

Card Number

Expiry Date:

Name/s on Card

Signature/s

MY DETAILS:

Title: First name: Last name:

Please issue the receipt in ☐ my name OR ☐ my organisation's name. For organisations, please provide the ABN:

Organisation:

Position:

Mail Address:

☐ Work☐ Home

Suburb:

State:

Post Code:

Email:

☐ Work☐ Home

Telephone:

☐ Work☐ HomeI am a UNSW... ☐ Student ☐ Alumnus ☐ Staff member ☐ Former Staff member ☐ Existing Supporter.

My student / staff / donor ID is:

Please return completed form to Mail: L28/320 Pitt St Sydney NSW 2000 Australia Email: [unswfoundation@unsw.edu.au](mailto:unswfoundation@unsw.edu.au) Fax: 02 8936 4800If you have questions about this form, your sponsorship, or the work of the UNSW Division of Philanthropy,  
please contact us by fax, email, or Tel: 02 8936 4700 9am-5pm, Mon-Fri.

## **Sponsorship Provisions**

### **1 Sponsorship**

- 1.1 UNSW agrees to provide the Sponsor Benefits to the Sponsor in respect of the Event.
- 1.2 The Sponsor must pay the Sponsorship Fee to UNSW in the manner set out in the Schedule.

### **2 Intellectual property rights**

- 2.1 Nothing in this Agreement transfers any rights to any of the intellectual property rights of either party. The Sponsor grants UNSW a non-exclusive royalty-free licence to use the Sponsor Materials and Sponsor Branding in connection with the provision of the Sponsor Benefits, and for any other purpose under this Agreement, or to which the Sponsor consents in writing.
- 2.2 The Sponsor must indemnify UNSW and its employees, agents and contractors against all losses arising directly from any claim that any of the Sponsor Materials or Sponsor Branding infringes the intellectual property rights of any person.

### **3 Postponement or cancellation of the Event**

- 3.1 UNSW may postpone or cancel the Event for reasons such as inclement weather, insufficient attendees, illness or venue unavailability.
- 3.2 If the Event is cancelled the parties shall meet promptly to discuss whether this Agreement may be applied to a substitute event.
- 3.3 In the absence of agreement to apply this Agreement to a substitute event this Agreement shall terminate and clause 7.4 applies.
- 3.4 If the reason for cancellation of the Event was something beyond UNSW's reasonable control, the Sponsor must pay to UNSW all of UNSW's expenses incurred in respect of the Event up to an amount not exceeding the Sponsorship Fee.

### **4 Sponsor advertising**

- 4.1 Any Sponsor advertising in connection with the Sponsor Benefits must not be misleading or deceptive and must not breach any law. The Sponsor must provide the advertising to UNSW for prior approval a reasonable period of time before the advertising is to be used and in such format as UNSW specifies. UNSW may, acting reasonably, refuse to approve any advertising submitted by the Sponsor.

### **5 Liability**

To the maximum extent permitted by law:

- (a) neither party will be liable to the other in any circumstances for any loss of revenue, loss of production or loss of profit, nor for any indirect, special or consequential loss or damage; and
- (b) UNSW's liability under this Agreement to the Sponsor (whether based on breach of contract, tort (including negligence), under statute, in equity or otherwise) will not exceed, in the aggregate, the amount of the Sponsorship Fee.

### **6 GST**

- 6.1 All consideration provided for a supply under this Agreement is calculated exclusive of GST unless the contrary is clear. UNSW will add and the Sponsor must pay any GST that applies.

### **7 Termination**

- 7.1 Either party may terminate this Agreement immediately by notice in writing to the other party if:
  - (a) the other party commits a breach of this Agreement and that breach is not remedied within seven days of receipt of written notification of that breach from the terminating party; or
  - (b) the other party enters (voluntarily or not) any kind of insolvency administration or is shown or deemed to be unable to pay its debts when they become due and payable.
- 7.2 UNSW may elect to terminate this Agreement immediately by notice in writing if:
  - (a) the Sponsorship Fee is not paid in accordance with this Agreement and this default is

- not remedied within two business days of receipt of written notification of the breach being given by UNSW to the Sponsor; or
- (b) in UNSW's sole opinion, UNSW's image, reputation or name has been or could be adversely affected by the continuation of the sponsorship.
- 7.3 UNSW may, at any time, terminate this Agreement for convenience on 30 days written notice to the Sponsor.
- 7.4 On termination of this Agreement for any reason:
- (a) all rights granted under this Agreement to the Sponsor will immediately cease and the Sponsor will immediately stop all activities using those rights;
- (b) the parties will promptly and at their own cost, remove any reference to each other and the Sponsor Branding (in the case of UNSW) and UNSW Branding (in the case of the Sponsor) on any signs, labels, internet sites and other documents in their possession or control; and
- (c) if the Sponsor Benefits include signage with the Sponsor's name on a building or structure or thing; UNSW may remove, or procure removal of the Sponsor's name from the building, structure or thing.
- 8 Confidential information and privacy**
- 8.1 Each party must in relation to the confidential information of the other party keep it confidential and use it only as permitted under this Agreement and only disclose it to employees, contractors and agents who have a need to know it.
- 8.2 Each party must use any personal information of which it becomes aware in connection with this Agreement in accordance with the law including the Privacy Act 1988 (Cth).
- 9 UNSW policies and directions**
- If the Sponsor, or any person invited by the Sponsor (an Invited Person), is present at any UNSW premises in connection with the provision of the Sponsor Benefits, the Sponsor will comply, and will ensure that all Invited Persons comply, at all times with:
- (a) the relevant UNSW policies and procedures applicable at such premises, including all occupational health and safety related policies; and
- (b) any reasonable direction of any authorised UNSW person in relation to such policies and procedures.
- 10 Publicity**
- 10.1 The Sponsor authorises UNSW to publicise this sponsorship as it deems fit.
- 10.2 Except as authorised by this Agreement, the Sponsor must not publicise that it has entered into this Agreement, including any publicity of the Project or the Sponsor Benefits, without the prior written consent of UNSW.
- 11 Special Conditions**
- The parties agree to be bound by the Special Conditions in the Schedule (if any), and in the event of any inconsistencies between the Special Conditions and the terms in the Sponsorship Provisions or the Schedule, the Special Conditions prevail.
- 12 Notices and communication**
- 12.1 Notices must be in writing and may be left at or sent to the address set out in the Schedule (or other address notified by a recipient for the purposes of this Agreement), or given in any other way permitted by law. UNSW may also serve notices on the Sponsor at the email address stated in the Schedule.
- 12.2 Each party must always have a representative who must be a person with an understanding of this Agreement and who can make or procure the prompt making of decisions on behalf of the party he or she represents.
- 13 General**
- 13.1 A party must not represent to any third party that the parties are principal and agent, employer and employee, partners or that the party is otherwise entitled to incur any liability on behalf of any other party.

- 13.2 The Sponsor must not transfer the whole or any part of this Agreement without the prior written consent of UNSW.
- 13.3 This Agreement (and any document incorporated by reference in it) records the entire agreement between the parties in relation to its subject matter. It supersedes all prior contracts, arrangements, understandings or negotiations by, or between, the parties in relation to the subject matter of this document.
- 13.4 The parties may agree to vary the provisions of this Agreement, but any such variation must be in writing and signed by each party before it becomes effective.
- 13.5 This Agreement is to be governed and construed in accordance with the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

#### **14 Definitions and interpretation**

In this Agreement, unless the context otherwise requires:

**Event** means the event identified in the Schedule.

**Sponsor Benefits** means the benefits to be provided to the Sponsor set out in the Schedule.

**Sponsor Branding** means any trade mark, service mark, logo, get-up, branding or other marks or indicia that are used by the Sponsor to promote any of its goods or services or its organisation.

**Sponsor Material** means any thing provided by the Sponsor in connection with the Sponsor Benefits or the Event whether in a physical form or in an electronic form.

**Sponsorship Fee** means the amount to be paid to UNSW or satisfied to UNSW as set out in the Schedule.

**UNSW Branding** means any trademark, service mark, logo, get-up, branding or other marks or indicia used by UNSW to promote itself any of its goods or services.

- 14.1 Unless the context otherwise requires a word which denotes:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders; and
- (c) a person includes an individual, a body corporate, a government and any governmental authority.