



Incoming Sponsorship Agreement

DATE	[insert]
PARTIES	<p>The Translational Research Institute Pty Ltd as trustee for the Translational Research Trust ABN: 58 155 991 662 Address: 37 Kent street, Woolloongabba Qld, Australia 2102</p> <p>Contact: [insert] Position: [insert] Telephone: [insert] Email: [insert]</p> <p style="text-align: right;">("TRI")</p>
	<p>[Insert name of sponsored organisation and ACN/ABN] [Insert address]</p> <p>Contact: [insert] Position: [insert] Telephone: [insert] Email: [insert]</p> <p style="text-align: right;">("the Organisation")</p>
SPONSORSHIP FEE AND IN-KIND SUPPORT	<ul style="list-style-type: none"> • \$[specify cash value of sponsorship (excl. GST)] • [specify in-kind support] [Specify if no in-kind support.]
SPONSORSHIP BENEFITS	<ul style="list-style-type: none"> •
DESCRIPTION	The Organisation is providing sponsorship to TRI for the Initiative. The Organisation has agreed to sponsor the Initiative in accordance with the following terms and conditions.



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TRI SIGNING	
<p>Signed by: (print name) As authorised representative for the TRI, in the presence of:</p>	<hr/> <p>Signature</p>
<hr/> <p>Signature of Witness</p>	
<hr/> <p>Name of Witness in full</p>	
<hr/> <p>Date:</p>	

ORGANISATION SIGNING	
<p>Signed by:(print name) As authorised representative for the organisation, in the presence of:</p>	<hr/> <p>Signature</p>
<hr/> <p>Signature of Witness</p>	
<hr/> <p>Name of Witness in full</p>	
<hr/> <p>Date:</p>	

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1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires:

“Agreement” means this agreement, any amendments permitted by this agreement and any schedules (including footnotes), annexures, and attachments to any schedule to this agreement.

“Advertising Materials” includes any material used by TRI to promote, advertise or report on the Initiative.

“Business Day” means any day except Saturday, Sunday and a public holiday in Queensland.

“Commencement Date” means the date the last Party to this Agreement signs this Agreement.

“Confidential Information” means in relation to a Party, information that:

- (a) is by its nature confidential;
- (b) is designated by that Party as confidential; or
- (c) the other Party knows or ought to know is confidential; but excludes information:
 - (d) in the public domain at the Commencement Date;
 - (e) that is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; or
 - (f) 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.

“Discloser” means the Party providing or disclosing Confidential Information.

“Force Majeure” means a circumstance beyond the reasonable control of a Party, which results in that Party being unable to perform an obligation on time, and is limited to:

- (a) natural events like fire, flood or earthquake;
- (b) national emergency;
- (c) terrorist act; or

“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 initiative described in Item 1 of Schedule 1.

“In-Kind Support” means the provision by the Organisation to TRI of goods or services other than the Sponsorship Fee as set out on the first page of this Agreement (if any).

“Intellectual Property Rights” includes all present and future rights in relation to copyright, trade marks, designs, patents, trade, business or company names, trade secret, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the Commencement Date, and whether existing in Australia or otherwise.

“Organisation’s Logo” means the organisation’s logo provided by the Organisation to TRI including any variant of the Organisation’s Logo and any reference, image, phrase or indicia in relation to the Organisation’s Logo whether verbal, in writing or print.

“Party” means either TRI or the Organisation as the context requires and **“Parties”** means both TRI and the Organisation.

“Personal Information” has the meaning given to it by the *Privacy Act 1988* (Cth), which at the Commencement Date is – “information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (a) whether the information or opinion is recorded in a material form or not.”

“Receiving Party” means the Party who receives Confidential Information from the Discloser.

“Restricted Logo” means the TRI identifying logo provided by TRI to the Organisation including any variant of the restricted logo and any reference, image, phrase or indicia in relation to the restricted logo whether verbal, in writing or print.

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“Sponsorship Benefits” means the sponsorship benefits set out on the first page of this Agreement.

“Sponsorship Fee” means the cash amount set out on the first page of this Agreement (if any).

“Term” means the period from the Commencement Date to the completion of the Initiative.

In this Agreement unless the context otherwise requires:

- (a) words in a singular number include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to a person includes a partnership and a body, whether corporate or otherwise;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a mention of anything after include, includes or including does not limit what else might be included;
- (f) the clause headings are for convenient reference only and have no effect in limiting or extending the language for the provisions to which they refer;
- (g) a reference to a clause is a reference to a clause or subclause of this Agreement;
- (h) a reference to a schedule includes a reference to any part of that schedule which is not physically annexed to this Agreement but which is incorporated by reference; and
- (i) a reference to a statute, regulation, ordinance or local law will be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing the same.

2. Term

- 2.1. This Agreement commences on the Commencement Date and unless sooner terminated under clause 12, continues for the Term.

3. Sponsorship

- 3.1 The Organisation agrees to pay the Sponsorship Fee and provide the In-Kind Support to TRI on the terms and conditions of this Agreement.
- 3.2 In consideration of the Organisation paying the Sponsorship Fee and providing the In-Kind Support, TRI will provide the Organisation with the Sponsorship Benefits.
- 3.3 The Parties to this Agreement agree that sponsorship and purchasing are independent activities and that sponsorship does not confer any advantage in TRI purchasing decisions.

4. Use of Restricted Logo

- 4.1 TRI grants the Organisation a non-exclusive, non-transferable, royalty free licence to use the Restricted Logo solely for the purpose of promoting the Organisation’s sponsorship of the Initiative for the Term, or otherwise with the express written approval of TRI.
- 4.2 The Organisation acknowledges and warrants to TRI that it will not use, or authorise the use of, TRI’s Logo at any time except where, and in the manner, expressly authorised by this Agreement.
- 4.3 TRI agrees to provide the Organisation with its Restricted Logo in the format requested by the Organisation upon signing of this agreement for use by the Organisation in accordance with clause 4.1.
- 4.4 Nothing in this Agreement affects in any way the ownership of TRI’s Intellectual Property Rights.

5. Use of Organisation’s Logo

- 5.1 The Organisation grants TRI a non-exclusive, non-transferable, royalty free licence to use the Organisation’s Logo solely for the purpose of promoting the Organisation’s sponsorship of the Initiative for the Term, or otherwise with the express written approval of the Organisation.

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- 5.2 The Organisation agrees to provide TRI with the Organisation's Logo in the format requested by TRI upon signing of this agreement for use by TRI in accordance with clause 5.1.
- 5.3 Nothing in this Agreement affects in any way the ownership of the Organisation's Intellectual Property Rights.
- 6. TRI's Obligations**
- 6.1 During the Term, TRI will:
- (a) Facilitate the Initiative; and
 - (b) use its best endeavours to ensure that the Organisation receives the Sponsorship Benefits in accordance with this Agreement;
- 7. Payment**
- 7.1 The Organisation will:
- (a) pay the Sponsorship Fee to TRI by electronic funds transfer; and
 - (b) provide the In-Kind Support to TRI, as set out in the payment plan in Item 1 of Schedule 1.
- 7.2 Payment by the Organisation of the Sponsorship Fee or provision of In-Kind Support or any part thereof, is subject to receipt by the Organisation of a valid tax invoice for the Sponsorship Fee or In-Kind Support or part thereof, from TRI by the date specified in Item 1 of Schedule 1.
- 7.3 All payments of the Sponsorship Fee, and provision of the In-Kind Support, to TRI are to be used by TRI for the purposes of conducting the Initiative, and for no other purpose.
- 8. Organisation's Warranties**
- 8.1 The Organisation acknowledges and warrants to TRI that:
- (a) as at the Commencement Date the Organisation is free to, and has the authority to, enter into this Agreement;
- (b) the Organisation will not use or authorise the use of the Restricted Logo at any time except where, and in the manner, expressly authorised by this Agreement;
 - (c) use of the Organisation's Logo by TRI will not infringe the rights of the Organisation or any third party or infringe any laws;
 - (d) in the event that the Organisation provides In-Kind Support, it will provide such support:
 - (i) in a timely conscientious, expeditious and professional manner;
 - (ii) in compliance with all applicable laws, regulations and policies; and
 - (iii) in accordance with the reasonable direction of TRI;
 - (e) the Organisation will not do anything or become involved in any situation which, in the reasonable opinion of TRI, brings TRI and/or Initiative into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon TRI and/or the Initiative's reputation and TRI will be the sole arbiter in this regard; and
 - (f) the sponsorship is not an endorsement by TRI of the Organisation and its products and services and the Organisation will not promote or publicise the its sponsorship as such.
- 8.2 A breach of any of the warranties in this clause will be considered a substantial breach for clause 12.1.
- 9. Indemnity**
- 9.1 The Organisation indemnifies TRI and its officers, employees, sub-contractors and agents against any loss, damage, expense (including legal costs) arising from:
- (a) any negligence by the Organisation;

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- (b) any breach of this Agreement by the Organisation;
- 9.2 This indemnity is in addition to and will not be taken to be exclusive of any other rights TRI may have against the Organisation.
- 9.3 The indemnity in clause 9.1 survives the termination or expiration of this Agreement.
- 10. Confidentiality**
- 10.1 Each Party agrees not to disclose any Confidential Information under any circumstances without the prior consent of the other party, except:
- (a) to its staff and officers requiring that information for the conduct of their duties pursuant to this Agreement;
- (b) to its accountants and legal advisors; or
- (c) as required or permitted by law.
- 10.2 The Organisation will not issue any statement or release any information relating to this Agreement without the prior written consent of TRI.
- 10.3 This clause survives termination or expiration of the Agreement.
- 11. Privacy**
- 11.1 If the Organisation collects or has access to Personal Information in order to perform its obligations under this Agreement, it must:
- (a) comply with the *Privacy Act 1988* (Cth), in relation to the discharge of its obligations under this Agreement as if the Organisation was TRI;
- (b) 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;
- (c) immediately notify TRI if the Organisation becomes aware that a disclosure of Personal Information is, or may be required or authorised by law; and
- (d) comply with such other privacy and security measures as TRI reasonably advises the Organisation in writing from time to time.
- 11.2 The Organisation must immediately notify TRI upon becoming aware of any breach of this clause.
- 11.3 This clause survives termination or expiration of the Agreement.
- 12. Termination**
- 12.1 A Party may terminate this Agreement:
- (a) by giving the defaulting Party written notice if the defaulting Party commits a substantial breach of any of its obligations under this Agreement and fails to remedy the breach, to the reasonable satisfaction of the non-offending Party, within fourteen days after receiving notice requiring it to do so; or
- (b) by giving the other Party 30 days' written notice if the Organisation ceases to license or occupy space in the Translational Research Institute Facility.
- 12.2 The organisation must notify TRI immediately in writing if:
- (a) the Organisation ceases to carry on business; or
- (b) the Organisation ceases to be able to pay its debts as and when they become due,
- and TRI may terminate the Agreement immediately by notice in writing upon the occurrence of any of the events in 12.2(a) to 12.2(b) above.
- 12.3 Upon termination by TRI under clauses 12.1 or 12.2, TRI is not required to repay any amount of the Sponsorship Fee already paid. Exercise of rights pursuant to this clause is without prejudice to any other right of action or remedy which has accrued or may accrue due to failure of the Organisation to perform its obligations under this Agreement.

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- 12.4 If this Agreement is terminated or expires for any reason:
- (a) within 30 days of the date of termination or expiry, each Party must return to the other Party any materials or other property belonging to that Party; and
 - (b) unless specifically stated in the Agreement to survive termination or expiry, all rights and licences granted by one Party to the other Party under this Agreement will revert automatically to the grantor.
- 13. Notices**
- 13.1 All notices in connection with this Agreement must be in writing and must be delivered to the address for service of the Party set out on the first page of this Agreement by hand, prepaid post or email.
- 13.2 Notices take effect from the time of receipt unless a later time is specified. If a notice is received after 5pm (Brisbane time) it is taken to be received on the next business day (Brisbane time).
- 13.3 Notices sent by post are taken to be received on the second Business Day after posting.
- 13.4 The Parties may from time to time change their respective addresses, telephone and email addresses by providing the other Party with written notice.
- 14. Goods and Services Tax (GST)**
- 14.1 The Parties agree that:
- (a) the Sponsorship Fee payable under this Agreement is exclusive of GST;
 - (b) the Organisation will be liable to pay an additional amount equal to the GST when any part of the consideration is first payable to TRI.
- 15. Mediation**
- 15.1 Where the Parties agree, the Parties will seek to settle any dispute arising in connection with this Agreement by negotiation and mediation before instituting legal proceedings.
- 15.2 If the Parties determine that the dispute is unlikely to be resolved by negotiation, either party may refer the dispute to mediation. If the Parties cannot agree on a mediator, a mediator will be appointed by the Australian Commercial Disputes Centre (Queensland).
- 15.3 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 in writing.
- 15.4 Each Party will continue to perform this Agreement despite the existence of a dispute or any proceedings under this clause.
- 15.5 Any mediation costs will be borne respectively by either TRI or the Organisation, whoever is deemed to be at fault. Where neither Party is deemed to be at fault, costs will be borne equally by both Parties.
- 15.6 For the avoidance or settlement of disputes and for the better management of this Agreement, the Parties nominate their respective delegates as the first point of contact.
- 15.7 This clause does not prevent a party commencing court proceedings relating to any dispute arising from this Agreement where that party seeks urgent interlocutory relief.
- 16. Rearrangement or Cancellation of Initiative**
- 16.1 The Initiative may be subject to rearrangement, including cancellation (in whole or part) at the sole discretion of TRI in the case of unforeseen circumstances such as inclement weather or other circumstances beyond the control of TRI, including those constituting Force Majeure. Any such rearrangement or cancellation is to be notified to the Organisation in writing immediately following such a decision.

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| <p>16.2 In the event that the Initiative is cancelled in whole or part or ceases to operate, TRI and the Organisation will meet to discuss the Organisation’s entitlement to a refund of the Sponsorship Fee that is reasonable in all the circumstances, taking into consideration any monies already expended by TRI.</p> | <p>ability of the Organisation to perform this Agreement, it will immediately notify TRI of it.</p> |
| <p>16.3 Any amount of the Sponsorship Fee that is to be refunded by TRI to the Organisation will be refunded within 14 days of the parties agreeing the amount of the Sponsorship Fee to be refunded.</p> | <p>17.6 Entire agreement</p> <p>To the extent permitted by law, in relation to its subject matter, this Agreement:</p> <ul style="list-style-type: none"> (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and (b) supersedes any prior written or other agreement of the Parties. |
| <p>16.4 In the event that the Initiative is cancelled, postponed or ceases to operate, TRI’s entitlements to receive any further Sponsorship Fee will cease immediately.</p> | <p>17.7 Force majeure</p> <p>If a Party is prevented from or delayed in performing an obligation by Force Majeure, and promptly acts to mitigate or remove the Force Majeure and its effect, then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances.</p> <p>If either Party is unable to perform its obligations under this Agreement due to Force Majeure and the inability continues for a period of 30 days, either Party may terminate this Agreement immediately on providing notice to the other Party.</p> |
| <p>17. General</p> <p>17.1 Assignment</p> <p>A Party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party.</p> | <p>17.8 Further assurance</p> <p>Each Party will promptly do further acts and execute and deliver further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Agreement.</p> |
| <p>17.2 Amendments</p> <p>This Agreement may only be varied by a document signed by or on behalf of each Party.</p> | <p>17.9 Governing law</p> <p>This Agreement is governed by and must be construed according to the law applying in Queensland. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement.</p> |
| <p>17.3 Conflicts of interest</p> <p>The Organisation warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of this Agreement, and will notify TRI if any conflict of interest arises.</p> | |
| <p>17.4 Cooperation</p> <p>The Organisation will cooperate with TRI and act reasonably and in good faith towards TRI.</p> | |
| <p>17.5 Disclosure</p> <p>If the Organisation becomes aware of a matter that is likely to affect materially the</p> | |

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17.10 Parties' relationship

- (a) Nothing in this Agreement will be taken as establishing the Organisation as an employee or agent of TRI without the express written authority of TRI.
- (b) Except as specifically provided for in this Agreement a Party will not incur any expenditure on behalf of any other Party or have the power to bind the other Party to any contractual obligation, with the prior written approval of the other Party.

breach of any other term of this Agreement.

Schedule 1

Item 1: Payment plan

No.	Fee and inkind support	Timing of Invoice
1	\$[insert] (excluding GST) [insert inkind support]	Date
2	\$[insert] (excluding GST) [insert inkind support]	Date

17.11 Set-off

TRI may set off money due to TRI from the Organisation, or damages, costs or expenses recoverable by TRI from the Organisation, against money due to the Organisation under this Agreement or another contract between the Parties.

17.12 Severability

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision that will be deemed deleted.

17.13 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a