

Nursing and Midwifery

Excellence Awards

Sponsorship Form

The 2017 Northern Territory Nursing and Midwifery Excellence Awards Celebration Launch in Alice Springs on 5 May 2017 and Gala Dinner to be held in Darwin on 13 May 2017.

Sponsor Details

| | |
|-----------------------|------------|
| Company/Organisation: | |
| ABN: | |
| Address: | |
| Contact details: | Name: |
| | Telephone: |
| | Fax: |
| | Email: |

Sponsorship Fee

| | |
|-----------------------|---|
| Sponsorship fee: | \$: |
| Payment instructions: | In accordance with clause 2.2 of the Sponsorship terms and conditions. OR [insert specific payment instructions as required*] *Delete if not used |

Sponsorship Rights

| | |
|----------------------------|---|
| Sponsorship level/package: | Gold / Silver / Bronze / Special Event Item etc [insert relevant package/item |
| Payment instructions: | Rights and entitlements as set out in the Sponsorship Prospectus, a copy of which can be downloaded from www.nmea.nt.gov.au . OR [insert full sponsorship level/package details*] *Delete if not used |

Agreement and Signature

Execution of this form is taken as the Sponsor's acceptance of the relevant sponsorship rights and entitlements (as listed at Item 4 of this form) together with acceptance of the applicable Sponsorship terms and conditions (attached to this form).

The Sponsor agrees to sponsor the Event in accordance with the Sponsorship terms and conditions.

Name (print):

Position (print):

Signature

of authorised representative:

Date/...../ 2017

Please return the signed and completed Form to:
Northern Territory of Australia
Office of the Chief Nursing and Midwifery Officer
PO Box 40596
CASUARINA NT 0811
Email: nursing.info@nt.gov.au

Terms and Conditions

NORTHERN TERRITORY OF AUSTRALIA (ABN 84 085 734 992) as represented by its Department of Health (Office of the Chief Nurse and Midwifery Officer) of Level 4 Health House, 87 Mitchell Street DARWIN NT 0800 ("**Organiser**");

AND

The "**SPONSOR**" referred to in Item 2 of the sponsorship form issued by the Organiser to the Sponsor ("**Form**").

These terms and conditions (the "**Conditions**") govern the sponsorship arrangements between the parties for the event specified in Item 1 of the Form ("**Event**"). These Conditions and the Form (validly signed by the Sponsor) are together referred to and form "**this Agreement**". By signing the Form, the Sponsor acknowledges that the Sponsor has read, understands and accepts the Conditions and all terms, rights and obligations in the Form. If there is any conflict between the Conditions and the Form, the Conditions will prevail unless the Form expressly specifies that the Form's replacement term or condition applies instead.

Term

- The term of this Agreement:
- commences on the date the Organiser receives the Form (validly signed by the Sponsor); and
- continues until the business day following the final date of the Event, unless otherwise terminated earlier pursuant to these Conditions ("**Term**").

Sponsorship Fee

- In consideration of the granting of the sponsorship rights set out in Item 4 of the Form ("**Sponsorship Rights**"), the Sponsor agrees to pay the sponsorship fee specified in and accordance with Item 3 of the Form ("**Sponsorship Fee**").
- Unless otherwise expressly stated in the Form, the Sponsorship Fee is payable in full within 14 days of the date of the Organiser's invoice.
- The Organiser will use the Sponsorship Fee for the purpose of administering, organising, hosting and promoting the Event.

Sponsorship Rights

- The Organiser hereby grants to the Sponsor the non-exclusive Sponsorship Rights in respect of the Event, subject to the Sponsor paying the Sponsorship Fee in accordance with clause 2.1.
- The Sponsor must exercise the Sponsorship Rights in accordance with the Conditions of this Agreement.

GST

- Any term used in this clause that is referred to in A New Tax System (Goods and Services Tax) 1999 (Cth) will have the meaning which it has in that Act.
- The parties acknowledge that the Sponsorship Fee under this Agreement is inclusive of GST.
- The Organiser (as the "**Supplier**") will:
- provide the Sponsor (as the "**Recipient**") with a tax invoice and/or adjustment notes in relation to the supply prior to the Fee being paid or provided by the Recipient under this Agreement; and
- do all things reasonably necessary to assist the Recipient claim any input tax credit available to it in respect of the supply.

Logos**Sponsor's Logo**

If, as a component of the Sponsorship Rights, the Sponsor's logo is to be used or displayed by the Organiser, the Sponsor must within a reasonable time prior to the Event provide a copy of its logo to the Organiser in such format as will enable the Organiser to reproduce the logo for use in the manner set out in Item 4 of the Form.

- The Organiser must not at any time use, reproduce or publish the Sponsor's logo for any purpose not contemplated by the Sponsor's Rights (including purposes reasonably incidental to those rights) without the express written consent of the Sponsor.
- The Sponsor warrants that it is authorised to permit the Organiser to use the Sponsor's logo in the manner set out in clauses 5.1 and 5.2.

Organiser's Logo

The Sponsor must not at any time (whether in connection with the Event or otherwise) use, reproduce or publish the Organiser's logo without the prior express written consent of the Organiser.

Sponsor's obligations generally**Sponsorship principles**

The Sponsor agrees to exercise its Sponsorship Rights in a manner that is consistent with the following principles:

- sponsorship must withstand professional and public scrutiny;
- conform to professional and community standards of ethics and good taste; and
- ensure the sponsorship does not bring the Organiser (or any related entities and organisations), the Event and/or the nursing and midwifery profession into disrepute.

Compliance with directions

The Sponsor will comply with any conditions, rules, regulations and standards provided by the Organiser or the manager or owner of the venue where the Event is held ("**Venue Operator**") and any reasonable direction of the Organiser in relation to the Event and the Venue Operator.

Acknowledgements

- Unless otherwise expressly stated in the Form or included as part of the Sponsorship Rights, the Sponsor acknowledges and agrees that it is solely responsible for all costs it incurs in relation to the Sponsor's attendance at the Event (including, without limitation, any travel costs and any costs relating to the banners, signs and other like materials the Sponsor erects or displays at the Event or provides to the Organiser for erection or display at the Event).
- The Sponsor acknowledges that the Organiser will not be able to provide assistance in tracking lost deliveries.
- The Sponsor acknowledges and agrees that the Organiser will not be liable for any Sponsor materials (such as pull-up banners or other like items to be used pursuant to the Sponsorship Rights ("**Sponsor Materials**") that are:
- rejected by the Venue Operator;
- lost or damaged prior to the delivery of the Sponsor Materials to the venue where the Event is held;
- lost or damaged during the use or display of the Sponsor Materials at the Event; or
- lost or damaged on return of the Sponsor Materials to the Sponsor.

Warranties

- The Sponsor warrants that:
- all promotional material produced, published, broadcast, displayed or exhibited by the Sponsor pursuant to the Sponsorship Rights or in connection to the Event ("**Promotional Material**") must be accurate and proprietary to the Sponsor or the Sponsor otherwise has the right to use the Promotional Material;
- the Promotional Material will not breach any codes, regulations and laws that relate to the promotion of the Event; and
- the Promotional Material will not breach the intellectual property of any third party.

Confidential information and privacy

- In this Agreement "Confidential Information" means any information that relates to the Disclosing Party, its business and its members which:
- the Receiving Party ought to know is confidential; or
- is identified or specified as being confidential.
- A party ("**Receiving Party**") may not, either during or after the Term, use or disclose, or cause or permit to be used or disclosed, any confidential information (or allow or assist or make it possible for any person to observe or have access to any such confidential information) of the other party ("**Disclosing Party**"), except in performing its obligations under this Agreement and then only with the prior written consent of the Disclosing Party.
- The parties agree to comply with Australian privacy laws.

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Liability and indemnity

- The Sponsor will indemnify and release the Organiser from and against all claims, actions, losses, liability, damage or expenses incurred or sustained by the Organiser arising out of or in connection with:
 - the Sponsorship Rights;
 - the Sponsor's sponsorship of the Event;
 - the Sponsor's and its representatives' attendance at the venue where the Event is held (including, but not limited to, travel to and from the venue where the Event is held);
- any breach of the Sponsor's obligations under, or any warranty given by the Sponsor in, this Agreement;
 - any damage to property;
 - any personal injury or death; or
 - any infringement of third party rights in intellectual property by the Sponsor.
- Despite any provision of this Agreement, the Organiser will not be liable for any loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage.

Cancellation and alteration

Organiser may cancel or alter Event arrangements

- The Organiser may in its absolute discretion cancel the Event or any part of the Event or alter the date for the staging of the Event to an earlier or later time. The Organiser will provide written notice to the Sponsor of any such cancellation or alteration within a reasonable time after the circumstances giving rise to the cancellation or alteration (as the case may be) becomes known to the Organiser. The Sponsor agrees that it will have no claim or action against the Organiser in respect of any loss (including loss of any projected revenue), damage, cost or expense incurred by the Sponsor arising out of such cancellation or alteration.
- If the Organiser cancels the Event in its entirety pursuant to clause 10.1:
- this Agreement shall terminate on the date the Organiser provides written notice of the cancellation to the Sponsor ("**Organiser Cancellation Date**"); and
- the Organiser will within a reasonable time after the Organiser Cancellation Date, refund to the Sponsor the Sponsorship Fee and return to the Sponsor its logo and any other advertising or promotional material provided to the Organiser by the Sponsor.

Cancellation by Sponsor

- The Sponsor may cancel its sponsorship of the event by giving written notice to the Organiser ("**Cancellation Notice**") and such cancellation is to be effective from the date of service of the Cancellation Notice ("**Sponsor Cancellation Date**").
- **If the Sponsor Cancellation Date occurs:**
 - any time prior to the date that is thirty (30) days before the commencement of the Event ("**Refund Cut-Off Date**"), the Sponsorship Fee will be refunded (within a reasonable time after the Sponsor Cancellation Date) in full, less 20% for administration costs; or
 - on or after the Refund Cut-Off Date, no refund will be given.
- If the Sponsor cancels its sponsorship pursuant to clause 10.2:
- this Agreement shall terminate on the Sponsor Cancellation Date; and
- the Organiser will within a reasonable time after the Cancellation Date return to the Sponsor its logo and any other promotional material provided to the Organiser by the Sponsor.

Termination

Termination for convenience

- The Organiser may terminate this Agreement at any time by giving written notice to the Sponsor, such termination to be effective from the date specified in the notice and if no date is specified, seven days (7) after the date of service of the notice.
- If the Organiser exercises its right to terminate this Agreement under clause 11.1, then the Organiser will within a reasonable time thereafter:
 - refund the Sponsorship Fee or any part of the Sponsorship Fee already received by the Organiser; and

- return to the Sponsor its logo and any other promotional material provided to the Organiser by the Sponsor.

Termination for cause

- The Organiser may terminate this Agreement by giving written notice to the Sponsor if:
 - the Sponsor fails to pay the Sponsorship Fee on or before the due day for payment;
 - the Sponsor is guilty of grave misconduct or any willful neglect in the discharge of its obligations under this Agreement;
 - the Sponsor is guilty of any inefficiency, misbehavior, incompetence, negligence or carelessness in the discharge of its obligations under this Agreement; or
 - the Organiser determines (acting reasonably) that the Sponsor is guilty of conduct tending to bring themselves, the Organiser, the Event and/or the relevant industry into disrepute.

and such termination shall take effect immediately from the date of service of such notice.

- If this Agreement is terminated pursuant to clause 11.2(a):
 - the Organiser will not refund or be under any obligation to refund any amount of the Sponsorship Fee already paid by the Sponsor to the Organiser; and
 - any Sponsorship Fee or other payments owing and not received by the Organiser will immediately become a debt owing under this Agreement.

Consequences of termination generally

- In the event this Agreement is terminated by the Organiser pursuant to either clause 11.1 or 11.2, the Organiser will not be liable to the Sponsor for any loss (including loss of any projected revenue), damage, cost or expense howsoever incurred or suffered by the Sponsor on account of such termination.
- For the avoidance of doubt, the Sponsor acknowledges and agrees that termination of this Agreement pursuant to this clause 11 does not in any manner infer that the Event must also be cancelled or postponed by the Organiser. The Organiser can continue to stage the Event despite the termination of this Agreement.
- Termination of this Agreement shall be without prejudice to any rights or obligations that may have accrued to a party as at the date of such termination.

Force Majeure

- For the purposes of this clause, "**Force Majeure Event**" means an event or circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include (but are not limited to):
 - acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, wash ways, explosions, fires and any natural disaster; and
 - acts of war, acts of public enemies, terrorism, civil commotion, malicious damage, sabotage and revolution.
- Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure Event.
- If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure Event, the performance of that party's obligations will be suspended.
- If a delay or failure by a party to perform its obligations due to Force Majeure Event exceeds fourteen (14) days, either party may immediately terminate this Agreement by providing written notice to the other party.

Continuing clauses

- The provisions of the Agreement which are capable of having effect after the expiration or termination of this Agreement shall remain in full force and effect following the expiration or termination of this Agreement. Without limiting the generality of this clause, the provisions of clauses 8, 9, 10.1(b), 10.2(b), 10.3, 11.1(b), 11.2(b), 11.3 and 13 will continue to apply after expiration or termination of this Agreement.

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General

- This Agreement contains the entire agreement between the parties in respect to its subject matter and supersedes all agreements and undertakings between the parties in connection with it.
- The Sponsor may not assign any of its rights or obligations under this Agreement.
- All copyright and other intellectual property rights contained in or arising from this Agreement (other than the intellectual property rights held by the Sponsor in its logo, trademarks and other material supplied for the purposes of promotion of the Sponsor in accordance with this Agreement) remain the property of the Organiser.
- If a court determines that a word, phrase, sentence, paragraph or provision of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement remain operative.
- This Agreement shall be construed in accordance with and governed by the laws of the Northern Territory of Australia.
- The parties agree that the provision of a completed Form (validly signed by the Sponsor) from the Sponsor to the Organiser by fax or email will be sufficient to bind the parties to the Agreement.