



# UNSW Civil & Environmental Engineering Industry Partners Program

YES, I WANT TO SPONSOR THIS PROGRAM:

Please return completed form to: [Lekana Toubia I.toubia@unsw.edu.au](mailto:Lekana.Toubia@unsw.edu.au)

<b>Sponsorship Level:</b>	<input type="checkbox"/> Silver Sponsor \$5000 excl GST
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**Sponsorship Fees are exclusive of GST and subject to the attached UNSW Sponsorship Provisions**  
**UNSW respects your privacy.** Your contact details and the information you provide will be used only by UNSW and only for the purpose you provide. We may also contact you to inform you about UNSW activities of general interest. You can read about UNSW and Privacy at: [www.gs.unsw.edu.au/privacy/index.html](http://www.gs.unsw.edu.au/privacy/index.html)  
 If you do not wish to receive mailings about UNSW, please tick here

I WANT TO PAY BY:

(Payable to UNSW Sydney)	<input type="checkbox"/> EFT
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**INVOICE DETAILS:**

<b>Title:</b>	<b>First name:</b>	<b>Last name:</b>
Please issue the receipt in <input type="checkbox"/> my name OR <input type="checkbox"/> my organisation's name. <i>For organisations, please provide the ABN:</i>		
	<b>Organisation:</b>	<b>Position:</b>
<b>Invoice Address:</b>	<input type="checkbox"/> Work <input type="checkbox"/> Home	
<b>Suburb:</b>	<b>State:</b>	<b>Post Code:</b>
<b>Email:</b>	<input type="checkbox"/> Work <input type="checkbox"/> Home	
<b>Telephone:</b>	<input type="checkbox"/> Work <input type="checkbox"/> Home	

I agree to provide the sponsorship to The University of New South Wales ABN 57 195 873 179 in accordance with the UNSW Inbound Sponsorship Terms.

Signed for and on behalf of \_\_\_\_\_ by its authorised representative:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Silver Benefits

- Stall at School Careers Market held in March: exclusive access to our second, third and fourth-year students;
- Information about your job vacancies placed on School noticeboards and emailed to all students;
- Meet our elite students over a Botanic Garden breakfast;
- Be invited to our student networking and professional development events to talk about your company;
- Links to your company website from our website;
- Opportunity to provide scholarships for any category of student, high achieving, women, rural, indigenous, migrant, low-income families etc, and/or provide prizes for high-achieving students;
- Opportunity to attend industry/academic forums to explore innovative, sustainable, responsive engineering research possibilities;
- Invited to learn of the cutting-edge research being undertaken at the School through attendance at the annual 'PhD Students Posters & Prize Function'
- Acknowledged on the School Website, banners, posters & in our widely distributed Annual Report;

# INBOUND SPONSORSHIP TERMS

## 1 Definitions and Interpretation

The capitalised terms used in this Agreement and its rules of interpretation are set out in clause 11.

## 2 Sponsorship

### 2.1 Sponsorship Purpose and Benefits

UNSW agrees to:

- (a) use the Sponsorship Fee for the Purpose and in accordance with the details specified in the Sponsorship Schedule; and
- (b) provide to, or for the benefit of, the Sponsor the Sponsorship Benefits set out in the Sponsorship Schedule for the Term.

### 2.2 Compliance with Laws and Policies

- (a) Each party will comply with all applicable laws and regulations to the extent they relate to the Sponsorship and the provision of the Sponsorship Benefits.
- (b) The Sponsor acknowledges that UNSW will provide the Sponsorship Benefits in accordance with any applicable UNSW policies and procedures, including those specified in the Sponsorship Schedule.
- (c) If any of the Sponsor's Personnel attend UNSW's premises in connection with the Sponsorship, the Sponsor must ensure those Personnel comply with:
  - (i) UNSW's applicable work, health and safety, security, and other policies and procedures relating to the premises accessed as notified by UNSW to the Sponsor or the Sponsor's Personnel; and
  - (ii) any reasonable directions notified in writing by UNSW to the Sponsor or the Sponsor's Personnel.

## 3 Sponsorship Fee

### 3.1 Sponsor to pay

The Sponsor agrees to pay UNSW the Sponsorship Fee specified in the Sponsorship Schedule. UNSW may invoice the Sponsor (addressed to the person identified in the Sponsorship Schedule) for the Sponsorship Fee at the times specified in the Sponsorship Schedule. The Sponsor must pay each validly issued invoice within 30 days of the end of month from invoice date.

### 3.2 GST

The Sponsorship Fee is inclusive of all taxes and duties except the goods and services tax (GST). If a party (Supplier) makes any supply under this Agreement that is a Taxable Supply then the recipient of the supply must pay to the Supplier an amount equal the amount of GST payable on that Taxable Supply. That amount will be

payable in addition to and at the same time that the consideration for the Taxable Supply is to be provided under this document, subject to the issue of a valid Tax Invoice or an Adjustment Note. The capitalised terms in this clause have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 4 Use of Branding and Public Statements

### 4.1 Right to Use

A party may only use the trade mark, logo or branding of a Brand Owner:

- (a) if expressly authorised to do so under this Agreement (for example, if it is a Sponsorship Benefit); and
- (b) otherwise, with the prior written consent of the Brand Owner.

### 4.2 Branding Guidelines

If a party uses the Brand Owner's trade mark, logo or branding in accordance with clause 4.1, that party must comply with any reasonable requirements or guidelines on the use of the Brand Owner's trademark, logo or branding set out in this Agreement or otherwise notified by the Brand Owner in writing from time to time.

### 4.3 Public Statements

A party must not make any public statement about the Sponsorship or the relationship between UNSW and the Sponsor (except to the extent that the public promotion is part of the Sponsorship Benefits) without first obtaining the prior written consent of the other party.

## 5 Intellectual Property Rights

- (a) The use of a Brand Owner's trademarks, logos or branding by the other party does not confer any ownership right in the other party in those trademarks, logos or branding.
- (b) If the Sponsor provides UNSW with any Sponsorship Material for use by UNSW in connection with the Sponsorship, the Sponsor:
  - (i) grants UNSW a non-exclusive, worldwide, sub-licensable, royalty and licence fee free licence to use that Sponsorship Material for purposes connected with the Sponsorship during the Term; and
  - (ii) warrants that the use by UNSW of the Sponsorship Material and any of the Sponsor branding, logos or trade marks does not infringe the rights of any person.

## 6 Confidentiality

### 6.1 Obligations

Each party (**Recipient**):

- (a) must keep the Confidential Information of the other party (**Discloser**) confidential and not disclose it to any person except as allowed under this clause 6.1 without the prior written consent of the Discloser;
- (b) must apply appropriate technical and physical safeguards to preserve and protect the security, integrity and confidentiality of the Discloser's Confidential Information; and
- (c) may disclose the Confidential Information:
  - (i) to its Personnel who have a need to know (and to the extent they need to know) to give effect to the Sponsorship;
  - (ii) if required in connection with legal proceedings relating to this Agreement; or
  - (iii) if required by law or the rules of any stock exchange.

## 7 Privacy

Both parties agree to:

- (a) ensure that any Personal Information related to the Sponsorship is collected, stored, used and disclosed in accordance with applicable Privacy Laws);
- (b) not to do anything with any Personal Information it receives or holds that will cause the other party to be in breach of any Privacy Laws; and
- (c) to assist and co-operate with the other party in resolving any complaints made under any Privacy Laws.

## 8 Risk Management

### 8.1 Warranties and representations

Each party represents and warrants to the other that:

- (a) it has full authority to enter into this agreement and is not bound by any agreement with any third party that adversely affects this agreement; and
- (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this agreement.

### 8.2 Indemnity

Each party indemnifies the other party from and against any Loss suffered or incurred by the indemnified party arising out of a negligent, unlawful or wilfully wrong act or omission of the indemnifying party or its Personnel in connection with the Sponsorship, except to the extent that a negligent act or omission of the indemnified party or its Personnel contributed to its Losses.

### 8.3 Liability

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.

## 9 Term and Termination

### 9.1 Term

Unless terminated earlier in accordance with its terms, this Agreement continues until the end of the Term.

### 9.2 Termination for Breach

A party (the Terminating Party) may terminate this Agreement with immediate effect by written notice to the other party (**Defaulting Party**) if:

- (a) the Defaulting Party commits a breach of this Agreement which is capable of remedy, and fails to remedy that breach within 30 days from the date the Terminating Party notifies the Defaulting Party of the breach;
- (b) the Defaulting Party commits a material breach of any of its obligations under this Agreement, which is not capable of remedy;
- (c) in the reasonable opinion of the Terminating Party, the Sponsorship:
  - (i) exposes the Terminating Party to reputational harm;
  - (ii) may result in an unacceptable conflict of interest for the Terminating Party; or
  - (iii) Purpose cannot foreseeably be met or is not achievable by the Terminating Party.
- (d) the Defaulting Party suffers an Insolvency Related Event, where an **Insolvency Related Event** means going into liquidation, having a receiver, receiver and manager, administrator or similar person appointed, entering into a scheme of arrangement with creditors or being unable to pay debts as and when they fall due.

### 9.3 Consequences of Termination

On expiration or termination of this Agreement:

- (a) each party must cease using each other's trade marks, logos and other branding material; and
- (b) any clause that expressly or by implication continues after termination or expiration, will survive termination.

## 10 General

### 10.1 Variation

This Agreement may only be varied in writing, signed by all the parties.

### 10.2 Waiver

A waiver of a right or entitlement of a party under this Agreement is only effective if that party gives written notice of that waiver to the other party.

### 10.3 Assignment and Novation

A party must not assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

### 10.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement of the parties, or any other communication or representation made, in relation to its subject matter.

### 10.5 Survival

Clauses 6 and 7 survive termination of this Agreement and any other clause intended by its nature to do so.

## 10.6 Counterparts

A party may execute this Agreement by signing a counterpart. All counterparts constitute one document, when taken together.

## 10.7 Governing Law

This Agreement is governed by and must be construed in accordance with the laws of New South Wales.

## 10.8 Notices

A party must give any notice under this Agreement in writing to the address and contact indicated in the Sponsorship Schedule, or any other address that is subsequently notified by the other party.

## 11 Definitions and Interpretation

### 11.1 Definitions

In this Agreement, any capitalised term will have the meaning given to it in the Sponsorship Schedule. Any other term has the meaning given to it below:

**Brand Owner** is a party that is the owner or licensee of a brand, trade name, trade mark or logo.

**Confidential Information** means any information (in any form) provided to by a party (**Disclosure**) in connection with the Sponsorship that:

- (a) is marked as or confirmed by the Discloser in writing (for oral disclosure) to be confidential;
- (b) the Recipient knows or ought reasonably to know is confidential; or
- (c) is by its nature confidential.

**Intellectual Property Rights** or **Intellectual Property** means all copyright (including future copyright) and all other intellectual property rights anywhere in the world, including, but not limited to, trade marks, logos, domain names, patents, designs, trade secrets, eligible layout rights, processes, inventions, specifications, databases, rights in confidential information, know how, research data, discoveries and similar rights and any other intangible proprietary rights whether registered or unregistered, and includes any application or right to apply for the registration (including any renewals, extensions and revivals) of any of these rights, whether created before or after the date of this Agreement both in Australia and throughout the world.

**Loss** means damage, liability, loss, charge, expense, outgoing or cost (including all legal and other professional costs on a solicitor own client basis) of any nature or kind.

**Personal Information** means personal information as defined in the *Privacy Act 1988* (Cth) or similar Laws in the jurisdiction where a party is located.

**Personnel** of a party, means the officers, employees, agents and contractors of that party, and in the case of UNSW, its students.

**Privacy Laws** means the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy Act 1988* (Cth) and relevant Laws in the jurisdiction where a party is located.

**Sponsorship Materials** means the branding and any other materials provided by Sponsor to UNSW for purposes related to the Sponsorship.

**Term** is the term of this Agreement as specified in the Sponsorship Schedule.

### 11.2 Interpretation

Unless the context otherwise requires:

- (a) a term defined in the Sponsorship Schedule has a corresponding meaning in this Agreement;
- (b) words in the singular include the plural and vice versa;
- (c) if a word or phrase is given a particular meaning, its other grammatical forms have corresponding meanings;
- (d) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day, and
- (e) a reference to:
  - (i) a person includes a partnership, a joint venture, an unincorporated association, a corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation, and
  - (iii) this or any other document includes the document as novated, varied or replaced and despite any change in a party's identity, and
  - (iv) to any legislation includes that legislation as amended, re-enacted consolidated or substituted.