



Sponsorship Agreement

FOOD BOWL CONNECTION PROGRAM

FOOD RIVER STATION



Food Source Matters

Sponsorship Agreement

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Schedule 1 – Sponsorship Details

Details

Date

1st November 2017

Parties

Name	Robbie van Hemert
ABN	86 542 940 074
Notice details	PARINGA 537 CATTLE LANE PINE RIDGE NSW 2343

(**“Robbie”**)

Name
ABN
Notice details

(**“the Sponsor”**)

Background

- A Robbie, owner of Food River, is a research artist who is providing a unit of Education called the *Food Bowl Connection Unit 1.0* to Australian schools to connect students, communities, people, and businesses with the national food bowl, the Liverpool Plains Region of New South Wales. The sponsorship spans one year unless otherwise agreed, and incorporates an National Branding Competition, *Brand Muster* Challenge on offer to all participants in the unit for that year (**“the Program”**).
- B The Program is *The FOOD BOWL CONNECTION* Program.
- C The Sponsor has agreed to provide financial support to the Program.
- D Robbie has agreed to grant the Sponsor certain agreed rights.
- E Robbie and the Sponsor want to record their understanding in accordance with terms of this Agreement.

Agreed terms

1. Defined Terms & Interpretation

1.1 Defined terms

In this document:

Agreement means this relationship agreement including the schedules.

Business Day means a day which is not a Saturday, Sunday or public holiday.

Business Hours mean from 9.00am to 5.00pm on a Business Day.

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of rent obligation.

Confidential Information means all information and materials, in any form, which comes into a Party's possession about the other Party pursuant to, or as a result of or in performance of this Agreement, excluding information which:

- (a) at the time of its first disclosure under this Agreement was in the public domain;
- (b) after disclosure under this Agreement, comes into the public domain otherwise than by disclosure in breach of that agreement;
- (c) is received by either party from a third party who has the right to provide the information;
- (d) was already in the receiving party's possession or knowledge without restriction prior to its disclosure; or
- (e) the disclosing party is required by Law to disclose.

Cost includes any reasonable and proper cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including all legal fees.

End Date means the date specified in Item 1.

Event of Default means:

- (a) if any money payable under this Agreement is not paid on the due date for payment;
- (b) if a Party breaches any of its obligations under this Agreement;
- (c) if a Party:
 - (i) is wound up or notice is given proposing a resolution for winding up or an order is made or resolution passed or an application is made for winding; or
 - (ii) passes a resolution that in its opinion the company can no longer continue its business; or

- (iii) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
- (iv) is unable to pay its debts as and when they fall due; or
- (v) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
- (vi) a provisional liquidator or a liquidator is by any means appointed.

GST means goods and services tax as defined under the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

National Food Branding Competition or Brand Muster Challenge means a competition in which a panel of judges will award participants prizes for the best Liverpool Plains brand designs and taglines created by the students in the course of undertaking the unit. Winners will be announced in September of each year.

Item means an item in Schedule 1.

Law includes any laws, statutes, rules, regulations, proclamations, ordinances Standards or local laws of any Authority, present or future, and whether State, Federal or otherwise.

Notice means any notice or other communication in writing pursuant to this Agreement.

Party means a Party to this Agreement.

Parties mean Robbie and the Sponsor.

Permitted Use means the use specified in Item 5.

Project Website means the Food River Station website at www.foodriverstation.com.

Project Facebook means the Food River Station Facebook page at www.facebook.com/foodriverstation

Representative means a representative of a Party pursuant to this Agreement.

Sponsor includes the Sponsor's employees, officers, consultants, contractors, artists, conductors, directors, designers, visitors and agents and persons under the direct or indirect control of the Sponsor.

Sponsor's Artwork means the artwork that Robbie creates for sponsorship for the Sponsor, if applicable.

Sponsor's Logo means the Sponsor's logo, identification, property name, brand and words described in Schedule 2;

Sponsor's Rights means the rights granted by Robbie to the Sponsor specified in Item 4.

Sponsorship means the relationship between Robbie and the Sponsor in Item 2.

Start Date means the date specified in Item 1.

Supply has the meaning given to that term in the GST Law.

Term means the term of this Agreement specified in Item 1.

Timetable means the timetable for provision of the Sponsorship in Item 3.

Unit means an education unit for Stage 3 and 4 Students, Food Bowl Connection Unit which is aligned with both the NSW and Australian Syllabuses. The aim of the unit is to connect children to one of their main food sources, the Liverpool Plains Region of NSW.

1.2 **In this Agreement, except where the context otherwise requires:**

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (e) a reference to a party is to a party to this Agreement, and includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

2. Governing Principles and Term

2.1 **Governing principles**

The Parties will:

- (a) collaborate in good faith to give effect to this Agreement;
- (b) exercise due care, judgement and skill;
- (c) observe and comply with all generally accepted industry standards; and
- (d) observe and comply with all relevant Laws.

2.2 **Start and End Date**

The Agreement commences on the Start Date and expires on the End Date, subject to:

- (a) early termination pursuant to clause 5.

3. The Sponsor to provide Sponsorship

3.1 **Sponsorship**

In consideration of the Sponsor's Rights, the Sponsor will provide to Robbie the Sponsorship in accordance with the Timetable, any funds not utilised in direct Sponsorship of schools will be considered Sponsorship of the program as a whole, and utilised in the terms of the contract by the program.

3.2 **Permitted Use**

Robbie must use the Sponsorship only for the Permitted Use.

3.3 **Records and Compliance**

Robbie will:

- (a) keep true and full records of how the Sponsorship is used;
- (b) comply with all relevant Laws when using the Sponsorship; and
- (c) comply with accounting principles generally applied in commercial practices required by Law.

4. **Grant of Sponsor's Rights**

4.1 **Grant of Sponsor's Rights**

In consideration of the Sponsorship, Robbie grants the Sponsor the Sponsor's Rights in accordance with the Timetable.

5. **Use of Sponsor's Logo by Robbie**

5.1 **Logo Licence**

The Sponsor grants Robbie a non-exclusive, royalty free licence during the Term to use the Sponsor's Logo but only to give effect to the Sponsorship Rights.

5.2 **Ownership of Logo**

Robbie acknowledges that ownership of all right title and interest in the Sponsor's Logo remains vested with the Sponsor.

5.3 **Ownership of Promotional material**

The Sponsor acknowledges that ownership of all right title and interest in the Sponsor's Artwork, any promotional material of Robbie and/or the Program which incorporates the Sponsor's Logo remains vested with Robbie.

5.4 **Discretion at to Sponsor's Artwork**

Robbie will, at her sole and unfettered discretion, determine what artwork she creates to become the Sponsor's Artwork.

6. **Termination and Indemnity**

6.1 **Termination for Default**

Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:

- (a) breaches any material provision of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- (b) commits an Event of Default.

6.2 **Termination for Convenience**

The Sponsor may immediately terminate this Agreement if the Sponsor considers the conduct of Robbie is unacceptable or may prejudice the interests of the Sponsor.

6.3 **Accrued rights**

Upon the expiration or earlier termination of this Agreement:

- (a) any antecedent rights and obligations shall not be affected; and
- (b) Robbie must, at her expense, remove all of the Sponsor's Logos from all of the Project's art, advertising or promotional materials.

7. **Public Announcements**

7.1 **Announcements**

A public announcement in connection with this Agreement or any transaction contemplated by it must be agreed by the parties before it is made, except if required by law in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of the other party.

8. **Goods and Services Tax**

8.1 **GST Free**

If GST is currently not payable on the supply of any good, service or thing (**Supply**) by either Party under this Agreement the Party receiving the Supply must pay to the Party making the Supply on demand a sum equal to any GST payable by the supplier in respect of that Supply.

8.2 **Reimbursement**

To the extent that one Party is required to reimburse the other Party for Costs incurred by the other Party, those Costs do not include any amount in respect of GST for which the other Party is entitled to claim an input tax credit.

8.3 **Tax invoice**

A Party's obligation to pay an amount is subject to a valid tax invoice being delivered to that Party.

9. **Representatives, Notices and Disputes**

9.1 **Representatives**

Each Party will appoint a Representative to be responsible for communications under this Agreement on behalf of that Party and will provide written notice to the other Party of that appointment. Each Party:

- (a) may replace its Representative by written notice to the other Party;
- (b) acknowledges a Representative is authorised to act as that Party's agent in relation to the exercise by them of their rights, discretions and obligations under this Agreement.

Each Representative has the full power and authority to act for and on behalf of and to bind the Party that it represents.

9.2 Notices

Any Notice under this Agreement must be:

- (a) to each Party's Representative;
- (b) in writing and signed by a person authorised by the sender; and
- (c) if hand delivered or sent by prepaid post email or facsimile to the recipient's address specified in the details as set out at the start of this Agreement and marked to the attention of the contact person specified in the details, as varied by any Notice given by the recipient to the sender.

9.3 When Notice take effect

A Notice in accordance with Clause 9.2 takes effect:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile or email, when the sender's system generates a message confirming transmission of the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

9.4 Notice of Dispute

A Party claiming that a dispute has arisen under this Agreement (**Dispute**) must notify the Representative of the other Party giving details of the Dispute.

9.5 Negotiation of Dispute

The Parties must attempt to resolve the Dispute in good faith by negotiation for at least 30 days from the date of the Notice giving details of the Dispute.

9.6 Mediation

If the Dispute cannot be resolved pursuant to clause 9.5 then the Dispute will be referred to a mediator appointed by agreement and in default of agreement by the Australian Commercial Disputes Centre. In the event any such mediation fails to resolve the Dispute, the parties may exercise such other rights at law as may be available to them.

10. General Provisions

10.1 Alterations

This Agreement may be altered only in writing signed by each party.

10.2 **Approval and consent**

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

10.3 **Confidentiality**

Each Party agrees to keep confidential and to ensure its employees and agents keep confidential, all Confidential Information of the other Party.

10.4 **Assignment**

A party may only assign this Agreement or a right under this Agreement with the prior written consent of the other party, such consent not to be unreasonably withheld.

10.5 **Costs**

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

10.6 **Survival**

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

10.7 **Counterparts**

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

10.8 **No Merger**

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

10.9 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties.

10.10 **Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

10.11 **Severability**

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

10.12 **Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

10.13 **Relationship**

This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

10.14 **Governing Law and jurisdiction**

This Agreement is governed by the law of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of State of New South Wales.

10.15 **Special Conditions**

This Agreement is subject to the special conditions (if any). Any inconsistency between the Special Conditions and the provisions of this Agreement, the Special Conditions will prevail.

Signing page

This Sponsorship Agreement must be made binding by all potential sponsors: -

- Online sponsors agree to and are bound by the Terms & Conditions in this Food River Link Sponsorship Agreement on purchasing the unit/units from our website Store
- If purchasing the unit by cheque – Your cheque must accompany a signed and dated hard copy of this page. (Remember to keep a copy for yourself)
- Corporate Sponsors - an email or paper copy of this agreement will be made available to sign

Signed as an agreement



Signed by ROBBIE VAN HEMERT:



Signature of witness

Molly van Hemert

Name of witness (print)
26/8/19

Date

Signed by THE SPONSOR:

Signature of witness

Name of witness (print)

Date

Schedule 1 – Sponsorship Details

ITEM 1 – Term of Sponsorship Agreement

Start Date - 1 January 20 unless otherwise agreed

End Date - 30 December 20

ITEM 2 – Sponsorship (*tick applicable category and box*) each unit is \$250(GSTFree)per school per year for unlimited use of the unit

Benefits as negotiated

As this is a unique and new concept in the marketplace, Robbie is open to discuss each Sponsor's individual promotion.

Suggested Benefits

As a sponsor, we can release our Food River Station logo, for use on your relevant promotional materials (website, brochure, newsletters etc).

Where applicable, we can assist with joint press releases for your use.

(a) The Sponsor will be permitted to identify the Sponsor or the Sponsor's property through identification such as text, logos, property and livestock brands.

Bronze Sponsor – \$250 provides 1 school with unlimited use of the unit for one year

Silver Sponsor – \$500 to \$2,500 provides 2 to 10 schools with unlimited use of the unit for one year

Negotiated benefits

Gold Sponsor – \$5,000 plus provides 20 or more schools with unlimited use of the unit for one year

Negotiated benefits

The ownership of the unit always remains with the school

The school is to set their own Terms of Agreement with the Sponsor

ITEM 3 – Timetable

The Sponsorship will be provided by the Sponsor upon the execution of this Agreement.

ITEM 4 – Sponsor’s Rights

As this is a unique and new concept in the marketplace, Robbie is open to discuss each Sponsor’s individual promotion.

(a). The Sponsor will be permitted to identify the Sponsor or the Sponsor’s property through identification such as text, logos, property and livestock brands.

(b) The Sponsor will be permitted to identify the Sponsor or the Sponsor’s property through identification such as text, logos, property and livestock brands.

Bronze Sponsor – \$250 provides 1 school with unlimited use of the unit for one year

Silver Sponsor – \$500 to \$2,500 provides 2 to 10 schools with unlimited use of the unit for one year

Negotiated benefits

Gold Sponsor – \$5,000 plus provides 20 or more schools with unlimited use of the unit for one year

Negotiated benefits

The ownership of the unit always remains with the school

The school is to set their own Terms of Agreement with the Sponsor

ITEM 5 – Permitted Use

To facilitate the Sponsor to have sponsorship association with the Program during the Term.