



Northern Mallee Leaders Program SPONSORSHIP AGREEMENT

BETWEEN

**Northern Mallee Leaders incorporated
("NML Inc")**

And

("the Sponsor")

SPONSORSHIP AGREEMENT

This Confidential Instructions: Sponsorship Agreement (the "Agreement") is effective [DATE],

BETWEEN: **Northern Mallee Leaders Inc** c/- MADEC 126-130 Deakin Avenue,
Mildura VIC 3500 ("NML Inc")

AND: xxxxxxx ,(ACN.....) of (address) ("the Sponsor")

RECITALS

- A. The parties have agreed to enter into a Northern Mallee Leaders Program Sponsorship Agreement ("the Sponsorship Agreement").
- B. The parties agree that Northern Mallee Leaders Inc ("NML Inc") has the exclusive right to design and deliver the Northern Mallee Leaders Program ("NMLP") for the period and on the program outlined in schedule A. NML Inc may also provide additional special leadership events or workshops from time to time during the NMLP program time frame.
- C. The Sponsor agrees to provide financial sponsorship to NML Inc. for the purpose of the NMLP and in return for their contribution the Sponsor will receive promotional rights and can nominate one participant to undertake the NMLP (with such participant to be approved by NML Inc.).
- D. This Agreement sets out the terms and conditions of the sponsorship.

1. Term

This Agreement will commence on (insert start date) and terminate on (insert termination date) unless terminated in accordance with clause 10 below.

The Sponsor will be given first right of refusal to extend agreement at the end of the agreed term.

2. Advertising and Promotion

- a. NML Inc. shall have the right to use the Sponsors logo in advertising and promotional activities as a key sponsor of NMLP as it deems desirable during the term of this Agreement.

- b. NML Inc. shall use its best efforts to provide the following rights to the Sponsor during the Term of this Agreement:
- i. To provide a successful applicant, nominated by the Sponsor, participation in the 2018 NMLP subject to the nominated applicant meeting the entry requirements of NML Inc and being approved as a successful applicant by NML Inc;
 - ii. To display a banner at key locations with such banner to be provided by the Sponsor to NML Inc. at the Sponsor's cost and placed in accordance with NML Inc. directions;
 - iii. Display the Sponsor's logo on brochures used by NML Inc. in connection with the promotion of NMLP.
 - iv. To name the Sponsor in relevant press releases relating to the NMLP issued by NML Inc.;
 - v. To give away promotional merchandise provided by the Sponsor at NMLP events subject to its compliance with Paragraph 6 of this Agreement;
 - vi. To use the Sponsor's logo in the official Year book and promotional powerpoint authorised by NML Inc. as a key sponsor;
 - vii. To include the Sponsor's logo on the NML Inc. website and the inclusion of a link to the Sponsor website.
 - viii. Two (2) complementary tickets to attend each of four (4) NMLP key events as per program schedule:- (2017 NMLP Launch, Vision of the Region Dinner, Leadership Week Luncheon, 2017 Graduation Ceremony) and one speaking opportunity at a nominated key event.
 - ix. 20% discount for two (2) people to attend NML Inc. special leadership events or workshops held during the 2017 NMLP timeframe.

3. Sponsorship Fee

In consideration for the grant of rights outlined in clause 2.1 above, the Sponsor will provide the sum of xxxxxxxxxxxxxx (\$5,000.00 plus GST or above as nominated) to NML Inc. payable 30 days on receipt of an invoice.

4. Option to Renew

NML Inc. hereby grants to the Sponsor the right to renew its Sponsorship hereunder on the same terms and conditions as contained herein with a mutually agreeable sponsorship fee. The

Sponsor shall exercise the option, by giving NML Inc. written notice thirty (30) days prior to the expiration of the Term of this Agreement.

5. Exclusivity

NML Inc. represents and warrants that it will not authorise any seller of any product or service competitive to the products or services or antithetical or incompatible with the products or services to be a Sponsor of the 2017 NMLP.

6. Logo

The Sponsor logo shall remain the Sponsor's property. NML Inc. is hereby authorised to use the Sponsor's logo in advertising and promoting NMLP during the Term of this Agreement. The right to use the Sponsor's logo is nonexclusive, non-assignable, and nontransferable. All uses by NML Inc. of the Sponsor's logo shall inure solely to the benefit of the Sponsor.

NML Inc. logo shall remain NML Inc. property. The Sponsor is hereby authorised to use NML Inc. logo in advertising and promoting the NMLP during the Term of the Agreement. The right to use NML Inc. logo is non-exclusive, non-assignable, and non-transferable. All uses by the Sponsor of NML Inc. shall inure solely to the benefit of NML Inc.

7. Promotional Materials

NML Inc. represents and warrants that all promotional material and advertising authorised by it, which incorporates the Sponsor's logo, or is associated with the NMLP shall be of high standard and shall be suited for its intended purpose.

8. Release, indemnity and insurance

a. Liability

i) The Sponsor is not responsible for any acts or defaults of the NML Inc or its employees or volunteers or participants and will not be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) caused by NML Inc or its employees or volunteers pursuant to or in connection with this Agreement.

ii) NML Inc is not responsible for any acts or defaults of the Sponsor or its employees or volunteers and will not be liable for any claim, loss, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) caused by the Sponsor or its employees or volunteers pursuant to or in connection with this Agreement.

b. Indemnity

i) Both NML Inc and the Sponsor will indemnify and keep indemnified both parties and their employees and volunteers or participants against all claims, losses, liabilities, damages, costs or expenses which may be incurred or sustained by either party or their employees or volunteers as a result of:

1. any breach of this Agreement by the Sponsor or NML Inc;
2. any act, matter or thing done, permitted or omitted to be done by either party or their employees or volunteers or participants pursuant to or in connection with this Agreement;
3. the use by either party of the NML Inc trademarks or the Sponsor's trademarks; and
4. any failure by either party to ensure that its advertising does not comply with all applicable laws, codes of conduct and industry standards.

c. Insurance

ii) NML Inc and the Sponsor must take out and keep current at each party's expense:

1. employer's indemnity and workers compensation insurance as required by the applicable State legislation governing the compensation and rehabilitation of injured workers;
2. if employer's indemnity and workers compensation insurance cannot be obtained, personal disability and accident insurance in respect of the Sponsor's and NML Incs employees and volunteers and participants;
3. public and product liability insurance for \$20,000,000.00 and including both parties as an additional insured in relation to this Agreement if required by their insurance company.

Both parties must, on request, provide certificates of currency for each of the insurances above or such other proof that the insurances required to be effected under this Clause has been affected and are being maintained. The insurance policies must also be endorsed to include a cross-liability provision in which the insurer agrees to waive all rights of subrogation against either party and vice versa.

9. Confidentiality

In this Agreement "Confidential Information" means any information in any form relating to the business of NML Inc, the running of NMLP or the business of the Sponsor or any other related companies or any person whose confidential information NML Inc or the Sponsor has agreed to protect (including but not limited to suppliers or customers) that may be supplied or made available to the Confidant or may come to the knowledge of the Confidant and which is not in the public domain.

NML Inc and the Sponsor will ensure that their employees or volunteers comply with the confidentiality obligations, if required by the Sponsor or NML Inc, will ensure that such employees or volunteers sign a similar Agreement.

10. Termination

a Each party may terminate

Each party may terminate this Agreement immediately upon the giving of notice to the other party if:

- i) the other party is in default of the terms and conditions of this Agreement and fails to remedy the default within 21 days after written notice requiring the remedy of the default;
- ii) the other party ceases or threatens to cease to carry on its business, or fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act);
- iii) the other party is insolvent within the meaning of section 95A of the Corporations Act, or a court is required under section 459C(2) of the Corporations Act to presume that it is insolvent;
- iv) an application or Order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a Court or other steps are taken for the other party's winding up or dissolution, or the other party enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or any of them; or
- v) any administrator is appointed over all or any of the other party's assets or undertaking, any step preliminary to the appointment of an administrator is taken, or a controller within the meaning of section 9 of the Corporations Act or similar officer is appointed to all for the other party's assets or undertaking.

b. Effect of Termination:

- i) Termination of this Agreement for whatever cause will be without prejudice to any rights or obligations which have accrued and are owing prior to such termination.

c. Upon expiration or termination of this Agreement for whatever cause:

- i) NML Inc will immediately cease to use the Sponsor's logo;
- ii) The Sponsor will immediately cease to use NML Inc's logo.

d. Changes to or cancellation of an Event

NML Inc will use all reasonable endeavors to notify the Sponsor as soon as it becomes aware of any changes to its operations or activities (including but not limited to cancellation or postponement thereof) which in its reasonable opinion may be detrimental to the Sponsor. In these circumstances, the parties must meet within 5 business days of such notification to discuss and agree any changes to the sponsorship fee and other consideration to be provided by the Sponsor. If the parties cannot come to an Agreement in the meeting which the Sponsor and NML Inc reasonable considers satisfactory, either party may terminate this Agreement by 45 days written notice.

11. Force Majeure

- a. Neither party will be liable to the other party for breach of any of its obligations (including the NMLP program not running) under this Agreement if the breach was due to a Force Majeure Event and the time limits laid down in this Agreement for the performance of such obligations will accordingly be extended by a period equal to that during which the Force Majeure Event operates.
- b. If the Force Majeure Event last continuously for at least 14 days or such period as may be agreed by both parties, either party may terminate this Agreement without prejudice to their rights and obligations prior to such termination.

- c. In the event either party terminates this Agreement pursuant to this clause then the Sponsor will be entitled to a full refund within 30 days of NML Inc providing or receiving written notice of termination of this agreement.

12. Notices

Any notice, demand, consent or communication given or made under this Agreement must be in writing and signed by a duly authorised person and must be delivered to the other party by post, email, hand or by fax to the address or fax number of the other party on a business day (or if same is sent on a non-business day then the notice will be taken to have been received on the following business day).

13. Dispute Resolution

- a. In the event of any dispute between the parties arising under this Agreement, the parties agree to endeavor in good faith to resolve the dispute by informal discussion with a view to reaching an amicable resolution. If such resolution cannot be achieved, the parties agree to submit the dispute to mediation.
- b. If the dispute has not been settled within 30 days after the appointment of a mediator, either party may commence court proceedings in relation to the dispute. Each party undertakes to give seven days written notice before commencing such proceedings, except in the case of any urgent application for interlocutory relief.

14. Assignment

The rights and obligations of this Agreement are personal to each party and neither party may assign, licence, sub-licence or transfer all or any part of its rights and obligations under this Agreement without the prior written consent of the other party.

15. Relationship of the Parties

The Sponsor and NML Inc are independent contracting parties, and nothing in this Agreement will make a party the agent or legal representative of the other party for any purpose whatsoever, nor does it grant a party any authority to assume or to create any obligation on behalf of or in the name of the other party.

16. Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. NML Inc. has made and makes no representations of any kind except those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

NML Inc.

XXXXXXXXXXXXXXXX

Authorised Signature

Authorised Signature

Print Name and Title

Print Name and Title