

Sponsorship & Exhibition Agreement

APFIS2019

AGREEMENT SCHEDULE	
PARTIES TO THE AGREEMENT AND ADDRESSES FOR SERVICES OF NOTICES	
Parties	
The University	Southern Cross University, a body corporate incorporated under the Southern Cross University Act 1993 (SCU)
ABN	41 995 651 524
Address	School of Environment, Science and Engineering Southern Cross University PO Box 157, Lismore NSW 2480, Australia
Contact Officer	Diana Sims
Telephone	+61 2 6626 9714
Email	apfis2019@scu.edu.au
The Sponsor	
ABN	
Address	
Contact Officer	
Telephone	
Facsimile	
Email	
AGREEMENT DETAILS	
Item 1: Commencement Date	
Item 2: Completion Date	14 December 2019
Item 3: Sponsorship	<p>Select the Sponsorship Package that the Sponsor has chosen.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Principal - \$10,000 <input type="checkbox"/> Annual Awards Dinner - \$7,500 <input type="checkbox"/> Welcome Reception – \$5,500 <input type="checkbox"/> Keynote - \$4,500 <input type="checkbox"/> Lunch Day 1, 2 or 3 - \$4,500 <input type="checkbox"/> Exhibitor - \$4,000 <input type="checkbox"/> Special Promo - \$2,000

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Item 4: Sponsorship materials	All promotional material associated with the benefits of the granted level of sponsorship and/or exhibition are to be forwarded at a date to be advised by no later than 14 days before the commencement of the Conference.
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THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ACCEPTED AND AGREED BY THE PARTIES UPON SIGNATURE OF THE UNIVERSITY'S AUTHORISED REPRESENTATIVE AND THE SPONSOR.

EXECUTED as an Agreement:

Signed for and on behalf of SOUTHERN CROSS UNIVERSITY by its duly authorised representative:	Signed by the Sponsor
Signature	Signature
Printed Name	Printed Name
Date	Date

Sponsorship Agreement

RECITALS

- A. The 7th Asia-Pacific Conference on FRP in Structures (APFIS2019) will be held in Surfers Paradise, Gold Coast, Queensland from 10th to 13th December 2019 (**Conference**).
- B. Southern Cross University is proud to host the event.
- C. The Sponsor wishes to showcase their organisation and meet national and international academic and industry leaders in their field by Sponsoring the Conference.
- D. SCU and the Sponsor agree to the following terms and conditions.

NOW IT IS hereby agreed as follows:

1. Commencement Date

- 1.1 This Agreement becomes effective from the Commencement Date.

2. Sponsorship

- 2.1 The Sponsor agrees to pay the Sponsorship Fee to SCU in accordance with this Agreement
- 2.2 In consideration of the Sponsor paying the Sponsorship Fees, SCU will provide the Sponsor with the Sponsorship Entitlements for the level of Sponsorship that they have selected and paid SCU the Sponsorship Fees.
- 2.2 The Sponsor will provide SCU all of its Sponsorship materials by the date set out Item 4 of the Agreement Details. All Sponsor promotional material is the responsibility of the Sponsor except that the form and content of the material is subject to the approval of the Conference Organising Committee.
- 2.3 The mode of shipping and storage of exhibition material before, during and after the conference is the sole responsibility of the Sponsor. SCU will not be responsible for the safety of exhibits against any damage or loss howsoever caused including by damage by fire, accident, theft or any other causes prior to, during or after the Conference period of 10-13 December 2019.

3. Payment

- 3.1 The Sponsor will pay the Sponsorship Fees to SCU within thirty (30) days of receipt of a valid tax invoice from SCU.
- 3.2 SCU agrees that the Sponsor will not be liable to SCU for any contribution of funds towards the hosting, or procurement of the hosting of the Conference over and above payment of the Sponsorship Fees.

4. Sponsor warranties

- 4.1 The Sponsor acknowledges and warrants to the SCU that;
 - (a) as at the date of this Agreement, Sponsor is free to, and has the authority to, enter into this Agreement;
 - (b) Sponsor will not do anything or become involved in any situation which, in the reasonable opinion of SCU, brings SCU and/or the Conference into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the SCU and/or the Conference's reputation and SCU will be the sole arbiter in this regard;
 - (c) Sponsor will comply with all conference rules in relation to its exhibitions notified to it by the SCU; and
 - (d) Sponsor will comply with all laws and obtain and hold all required licenses, permits, insurances and authorisations from private, local, SCU or Commonwealth authorities necessary to provide its exhibition.

5. Indemnity

- 5.1 Sponsor releases, discharges and indemnifies the SCU and its officers and employees ("**the Indemnified Persons**") from and against any Claim which may be brought against or made upon any of them in connection with any:

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- a) negligent or unlawful act or omission of the Sponsor, its employees, officers, agents or contractors;
- b) breach of this Agreement by the Sponsor;
- c) contravention of any laws by the Sponsor, its employees, officers, agents or contractors; and
- d) infringement by Sponsor, its officers, employees, agents or contractors of any Intellectual Property of SCU,

except to the extent that the Claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

6. Cancellation or rearrangement

- 6.1 The Conference is subject to rearrangement, including cancellation (in whole or part) at the sole discretion of SCU. Any such rearrangement or cancellation is to be notified by SCU to the Sponsor immediately following SCU's decision to rearrange or cancel the Conference.
- 6.2 The particulars of any refund or reduction of the Sponsorship Fees if the Conference is cancelled by SCU under clause 6.1 are to be agreed in writing by the Parties, both acting reasonably and in good faith.
- 6.3 All cancellations by the Sponsor of its Sponsorship must be in writing to the Sponsorship and Exhibition Representative (Diana Sims). Cancellations received prior to 1 November 2019 will be entitled to a 50% refund however cancellations received on or after 10 November 2019 will not be refunded.

7. Subleasing

- 7.1 Sponsors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in the Sponsor's exhibition space.

8. Liability

- 8.1 The Parties agree to exclude from this Agreement all conditions, warranties and terms implied by statute except those that cannot be excluded, restricted or modified by law (**Statutory Terms**). A Parties liability for a breach of a Statutory Term is limited to anyone of the following at the option of the Party in breach of this Agreement:
 - (a) supplying, replacing or repairing the goods or paying the cost of doing so; or
 - (b) supplying again or paying the cost of supplying again, the services.
- 8.2 Subject to clauses 5.1 and 8.1 the total liability of a Party for any loss, costs or damages however arising from any Claim is limited to the Sponsorship Fees SCU has received from the Sponsor under this Agreement.
- 8.3 A Party's liability to another Party under this Agreement shall be reduced to the extent that any loss, damage or cost arises from or is attributable to any act or omission of the other Party including their employees, students, contractors, or agents.

9. Severability

If any provisions of this Agreement should be held to be invalid in any way or unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to give effect to the intent of the Parties as it was originally executed.

10. Insurance

- 10.1 The Sponsor acknowledges and agrees that SCU does not maintain insurance covering the Sponsor's property or liability for any Claim against the Sponsor or its staff, employees or subcontractors relating to its activities or property associated with the Conference.
- 10.2 The Sponsor must hold and maintain during the Term of this Agreement:
 - a) a public liability insurance policy for a sum of not less than \$5 million per claim arising from any one event in respect of accidental death of or accidental bodily injury to persons, or

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accidental damage to property, arising out of or in the course of the Sponsor's activities at the Conference; and

b) workers' compensation insurance policy in relation to any employees of the Sponsor.

10.3 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

11. Governing Law

This Agreement shall be governed by the law of the State of New South Wales, Australia and the Parties submit to the jurisdiction of the Courts of that State.

12. Notices

Any notice under this Agreement will be effective if it is in writing and delivered to the other Party at the contact details specified in the Agreement Schedule.

13. Definitions

In this Agreement, including the Recitals:

13.1 Definitions

Agreement Details means the Agreement Details (Items 1 to 4 inclusive) contained in the Agreement Schedule.

Agreement Schedule means the agreement schedule at the front of this agreement.

Claim means any claim, cost (including legal costs on a lawyer and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind made under or in connection with this Agreement however calculated or caused, and whether direct or indirect, consequential, contingent, incidental or economic.

Parties means the University and the Sponsor as defined in the Agreement Schedule respectively; and a **Party** means anyone of them.

Sponsorship means the level of Sponsorship that the Sponsor has selected in Item 3 of the Agreement Details.

Sponsorship Entitlements means the benefits the Sponsor will receive described in Annexure A in relation to their selected Sponsorship Levels or Exhibition Package.

Sponsorship Fees means the fees detailed in Item 3 of the Agreement Details for the Sponsorship the Sponsor has selected.

Term means the period of time between the Commencement Date and Completion Date.

13.2 Interpretations

(a) In this Agreement, unless the context requires another meaning, a reference:

- (i) to the singular includes the plural and vice versa;
- (ii) to a gender includes all genders;
- (iii) to a document (including this Agreement) is a reference to that document (including any Schedules and Annexures) as amended, consolidated, supplemented, novated or replaced;
- (iv) to an agreement includes any undertaking, representation, Agreement, agreement or legally enforceable arrangement or understanding whether written or not;
- (v) to an item, Recital, clause, Schedule or Annexure is to an item, Recital, clause, Schedule or Annexure of or to this Agreement;
- (vi) to a person (including a party) means:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency;
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators.
- (vii) to a law means any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced, and includes a reference to any regulation, by-law or other subordinate legislation;

(b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(c) Headings are for convenience only and do not affect the interpretation of this Agreement.

(e) This Agreement must not be construed adversely to a party only because that party was responsible for preparing it.

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Annexure A

Sponsorship & Exhibitor Categories

Sponsorship Level	Amount	Benefits
Principal Sponsor	\$10,000	<ul style="list-style-type: none"> • Official appointment as the Principal Sponsor – this will be publicised to the entire delegation through a dedicated email list. • Your company will be acknowledged as Principal Sponsor and thanked in the conference opening and closing addresses. • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Gala Dinner. • An exhibition stand for the duration of the conference. • Opportunity to deliver a 10 minute presentation • Your logo placement and acknowledgment as 'Principal Sponsor' on all projected presentations during the conference opening and closing sessions. • Your logo prominently headlined on the APFIS2019 website. • Your logo prominently displayed and acknowledged as Principal Sponsor on the 'Program and Registration' page of the conference website with a hyperlink to your corporate website. • Your logo displayed on the 'Sponsorship' page of the conference website. • A full page, colour advertisement in the Conference Program. • 2 x complementary tickets to the Welcome Reception on Tuesday, 10th December 2019 to be held on the Pool Terrace of Mantra Legends Hotel, Surfers Paradise, Gold Coast, Australia. • 2 x complementary tickets to the Gala Dinner on Thursday 12th December 2019 to be held at Skypoint Tower, Surfers Paradise, Gold Coast. • Opportunity to provide material for the delegate bag. • Receipt of payment for Sponsorship (Tax purposes). • Certificate of Appreciation.
Banquet Sponsor	\$7,500	<ul style="list-style-type: none"> • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Banquet. • An exhibition stand for the duration of the event. • An exclusive opportunity to present a brief address to delegates at the Banquet. • A dedicated mention of your company at the Banquet by the MC. • Your logo placement on all the dinner branded materials, such as signage and menus. • Your logo placement on all projected presentations during the conference opening and closing sessions. • An opportunity to provide a branded gift or materials at each place setting of the Banquet. • Your logo prominently displayed on the conference website 'Sponsorship' page. • A hyperlink to your corporate website on the 'Program & Registration' page of the website. • A half page in the Program Booklet for your organisation logo, summary of products and services. • 2 x complementary tickets to the Banquet on Thursday 12th December 2019 to be held at Skypoint Tower, Surfers Paradise, Gold Coast. • Opportunity to provide material for the delegate bag. • Receipt of payment for Sponsorship (Tax purposes). • Certificate of Appreciation.

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<p>Welcome Reception Sponsor</p>	<p>\$5,500</p>	<ul style="list-style-type: none"> • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Banquet. • An exhibition stand for the duration of the event. • A dedicated mention of your company at the opening of the Welcome Reception. • Your opportunity to make a brief address to delegates at the Welcome Reception. • Your logo placement on all signage and menus used for the Welcome Reception • Placement of your company's banner stand in the Welcome Reception venue. • Your logo on the 'Sponsorship' page of the conference website. • Your logo published in the Conference Booklet. • Your company logo displayed in the conference opening address. • 2 x complementary tickets to the Welcome Reception on Tuesday, 10th December 2019 to be held on the Pool Terrace of Mantra Legends Hotel, Surfers Paradise, Gold Coast, Australia. • Opportunity to provide material for the delegate bag. • Receipt of payment for Sponsorship (tax purposes). • Certificate of Appreciation.
<p>Keynote Sponsor</p>	<p>\$4,500</p>	<ul style="list-style-type: none"> • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Banquet. • An exhibition stand for the duration of the event. • A dedicated mention of your company at the opening of a Keynote address. • Prominent placement of your company's banner stand in the plenary session. • Your logo on the 'Sponsorship' page of the conference website. • Your logo published in the Conference Booklet. • Your company logo displayed in the conference opening address. • Opportunity to provide material for the delegate bag. • Receipt of payment for Sponsorship (Tax purposes). • Certificate of Appreciation.
<p>Lunch Sponsor</p>	<p>\$4,500</p>	<ul style="list-style-type: none"> • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Banquet. • An exhibition stand for the duration of the event. • Your logo placement on all directional signage and menus used for the lunch. • Your logo on the 'Sponsorship' page of the conference website. • Your logo published in the Conference Program. • Your company logo displayed in the conference opening address. • Opportunity to provide material for the delegate bag. • Receipt of payment of Sponsorship (tax purposes). • Certificate of Appreciation.
<p>Exhibitor</p>	<p>\$4,000</p>	<ul style="list-style-type: none"> • An exhibition stand for the duration of the event. • 2 x registrations for your company's representatives to attend the full technical program including tickets to the Welcome Reception and Banquet. • Your logo will be published in the Conference Program. • Your logo on the 'Sponsorship' page of the conference website. • Your company logo displayed in the conference opening address. • Opportunity to provide material for the delegate bag. • Receipt of payment for Sponsorship (tax purposes). • Certificate of Appreciation.

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Special Promo	\$2,000	<ul style="list-style-type: none">• ¼ page advertisement published in the Conference Program.• Your logo on the 'Sponsorship' page of the conference website.• Your company logo displayed in the conference opening address.• Receipt of payment for Sponsorship (tax purposes)• Certificate of Appreciation.
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All exhibition locations include a table, two chairs, electrical outlet and wireless internet access. Exhibitors will need to provide their own tablecloth, brochure displays, pull up banners, promotional material and extension/power boards. No storage is provided on site. The location of a company's exhibition space/s will be reserved at the discretion of the Conference Sponsorship Representative. Places are limited and based on a first come first served basis.