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**sponsorship agreement**

This Agreement is made on [DATE] by and between:

**[Note: If organiser is an entity/corporation] [INSERT NAME OF ORGANISER]** (UEN No. \_\_\_\_\_\_\_\_\_\_\_) a company registered under the laws of Singapore and having its registered office at [ADDRESS] **(**hereinafter referred to as the "**Organiser**");

**[Note: If organiser is an individual] [INSERT NAME OF ORGANISER]** (NRIC/Passport No. \_\_\_\_\_\_\_\_\_\_\_), a \_\_\_\_\_\_\_\_\_\_\_\_ citizen with residential address at [ADDRESS] (hereinafter referred to as “**Organiser**”);

And

**[INSERT NAME OF SPONSOR]** (UEN No. \_\_\_\_\_\_\_\_\_\_\_) a company registered under the laws of Singapore and having its registered office at [ADDRESS] **(**hereinafter referred to as the "**Sponsor**")

(Organiser and the Sponsor shall be referred to individually as a “**Party**” and collectively as the “**Parties**”)

**Whereas:**

1. [The Organiser owns and controls the Commercial Rights (defined below) to the [name of event] and wishes market and licence the Commercial Rights to the [name of event] by way of a sponsorship during the Term (defined below)].
2. [The Sponsor wishes to acquire, and the Organiser wishes to grant to the Sponsor, a sponsorship for the Event on the terms and subject to the conditions as set out in this Agreement].
3. [Insert additional background to sponsorship].

**It is hereby agreed as follows:**

1. **Definitions and Interpretation**
   1. **Definitions**: In this Agreement and the Schedules, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

"**Applicable Laws**" means the laws of Singapore and any other laws or regulations, policies, guidelines or industry codes which apply to the exercise of the Parties' rights or the performance of their obligations;

"**Commencement Date**" shall be [insert commencement date];

"**Commercial Rights**" refers to any and all rights of a commercial nature in connection with the Event, including but not limited to image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;

"**Designation**" shall be the designation "Official Sponsor of [Event]";

"**Event**" shall mean the [name of sponsored event];

"**Event Marks**" shall refer to the Organiser's Marks and the Designation used singularly or collectively in association with the Event of in the exercise of other Sponsorship Rights;

"**Event Rights**" shall refer to any and all rights connected with the Event, including without limitation, image rights, broadcasting rights, and/or new media rights;

"**Force Majeure Event**" shall have the same meaning given in Clause 15;

"**Intellectual Property Rights**" shall mean all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Organiser's Marks**" shall refer to the trade marks to be used for all promotion, advertising and marketing of the Event as set out in [Schedule 1], together with any associated artwork, design, slogan, text and other collateral marketing signs of the Organiser that are to be used in connection with the Event;

"**Sponsor's Event Materials**" shall refer to any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor or the Sponsor’s Products with the Event, or which incorporate or are distributed in association with the Event Marks including any such Sponsor’s Products;

"**Sponsor's Marks**" shall refer to the trade mark(s) set out in [Schedule 3], together with any accompanying artwork, design, slogan, text and/or other collateral marketing signs of the Sponsor;

"**Sponsor's Products**" shall refer to the following products of services of the Sponsor: [insert list of products or services here];

"**Sponsorship Fee**" shall mean the sums as set out and payable in connection with Clause 4;

"**Sponsorship Rights**" means the bundle of rights granted to the Sponsor as set out in [Schedule 4], which includes the license of the Event Marks;

"**Term**" has the meaning given in Clause 3.1;

"**Venue**" means the premises where the Event is to take place, which is situated at [insert location here];

* 1. References to this Agreement include any Recitals and Schedules to it and references to Recitals, Clauses and Schedules are to the recitals, clauses and schedules to this Agreement.
  2. Any reference to books, records or other information means books, records or other information in any form including, without limitation, paper, electronically stored data, magnetic media, film and/or microfilm.
  3. Headings shall be ignored in construing this Agreement.
  4. The word "**including**" shall not be construed in any way as being by way of limitation and "**otherwise**" shall not be construed as limited by words with which it is associated.
  5. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to natural persons shall include bodies corporate and vice versa; and words denoting any gender shall include all genders.
  6. The expression “**person**” means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organisation.
  7. References to a statutory provision includes reference to any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force and any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment, consolidation, re-enactment or replacement.
  8. A reference to "**writing**" or "**written**" shall include fax and email.
  9. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1. **Grant of Rights and Reservations**
   1. The Organiser hereby grants and the Sponsor hereby accepts:
      1. a licence to use the Event Marks on the Sponsor's Products and in advertising for the Sponsor's Products; and
      2. the other Sponsorship Rights,

during the Term, and in accordance with the terms and conditions set out in this Agreement.

* 1. All rights not expressly granted to the Sponsor under this Agreement are reserved to the Organiser. The Sponsor acknowledges and agrees that:
     1. the Organiser is the owner or controller of the Event Rights and of all the rights to the Event Marks;
     2. the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement with any third party to exploit any of the Event Rights other than the Sponsorship Rights; and
     3. the Organiser shall be entitled to enter into any sponsorship arrangement with any third party and that the Organiser shall not be, or considered to be, in breach of any provision of this Agreement as a result of entering into such arrangement.
  2. The Sponsor grants and the Organiser accepts a worldwide, sub-licensable, non-exclusive, royalty-free licence to use the Sponsor’s Marks:
     1. during the Term for the delivery of the Sponsorship Rights; and
     2. in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.

1. **Term**
   1. This Agreement shall commence on the Commencement Date and shall continue in full force and effect, unless terminated earlier in accordance with Clause 14, until [insert date] ("**Term**"), whereby it shall thereafter terminate automatically without further notice from either Party.
   2. [If either Party wishes to extend the Agreement for a further [insert period], it shall give the other Party notice of its desire to do so ("**Extension Notice**") by no later than [insert date]. Following receipt of the Extension Notice, the Parties shall negotiate in good faith on an extension until the earlier of the Parties reaching agreement on the extension terms in writing or one (1) month before the Term would otherwise expire. The Term shall thereafter be extended by any agreed extension period and may only be extended once under this Clause 3.2.]
2. **Sponsorship Fee**
   1. In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay the Organiser a fee of S$[insert amount] which shall be the Sponsorship Fee, payable in the instalments and on the dates set out in [[Schedule 2]](#co_anchor_a868098_1).
   2. All amounts payable to the Organiser under this Agreement are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Sponsor.
3. **General Obligations of the Sponsor**
   1. The Sponsor undertakes to the Organiser:
      1. to exercise the Sponsorship Rights strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
      2. to use the Event Marks and other branding materials provided by the Organiser in accordance with any stipulated guidelines by the Organiser;
      3. to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all the Sponsor’s Event Materials, before their distribution, production or sale;
      4. to ensure that all Sponsor’s Event Materials shall comply in all respects with the samples approved in accordance with Clause 5.1.3 above;
      5. to ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor’s Event Materials shall comply with all Applicable Laws and the highest standards of business ethics;
      6. to immediately at the written request of the Organiser and at its sole cost, withdraw from circulation any Sponsor’s Event Materials which do not comply with the terms of this Agreement or as instructed by the Sponsor;
      7. to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
      8. to provide to the Organiser, at the Sponsor’s sole cost and expense, all suitable material including artwork of the Sponsor’s Marks in a format and within print deadlines reasonably specified by the Organiser for it to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
      9. not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
      10. to provide all reasonable assistance to the Organiser in relation to the Organiser’s exploitation of the Commercial Rights;
      11. to use its best endeavours to assist the Organiser in protecting the Event Marks and not to knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Event Marks or the Organiser’s title to the Event Marks or the image of the Event, the Organiser or the Venue;
      12. to notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the Organiser;
      13. to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Organiser to protect the Event Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark register or other register, or in any other way.
4. **General Obligations of the Organiser**
   1. The Organiser shall organise the Event at the Venue at its sole cost and expense in accordance with the terms of this Agreement.
   2. The Organiser agrees that is shall be responsible for:
      1. arranging the attendance of and payment for all [performers, artistes, musicians], stewards, staff and personnel on public duty employed, engaged or appointed by the Organiser throughout the Event; and
      2. the printing and supply of flyers, posters, programmes, admission tickets, stationery, publicity material and advertisements which shall bear the Event Marks;
   3. The Organiser shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.
   4. The Organiser confirms that, whenever possible, it will ensure that the Sponsor’s Marks will be present in accordance with this Agreement and that the Sponsor’s Marks are incorporated into all promotional, advertising and publicity material.
   5. The Organiser shall comply with all Applicable Laws relevant to its performance of this Agreement as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and crowd security measures at the Venue.
   6. The Organiser accepts that, regardless of the obligations of the Organiser to promote the Event within the terms of this Agreement, the Sponsor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, goodwill and reputation through the Sponsor’s association with the Event on and subject to the terms of this Agreement.
   7. The Organiser reserves the full right to give credit or mention to any other sponsors and/or partners in any and all publicity materials for the Event provided only that the Sponsor shall be acknowledged as the "Main Sponsor" if the Event.
5. **Intellectual Property**
   1. The Parties agree and acknowledge as follows:
      1. all rights in the Sponsor’s Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and, save as expressly provided in this Agreement, the Organiser shall not acquire any rights in the Sponsor’s Marks, nor in any developments or variations of them;
      2. all rights in the Organiser’s Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and, save as expressly provided in this Agreement, the Sponsor shall not acquire any rights in the Organiser’s Marks, including any developments or variations of them; and
      3. all Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the Organiser or jointly by the Organiser and the Sponsor shall, with the exception of the Sponsor’s Marks, be the sole and exclusive property of the Organiser and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.
6. **Personal Data Protection**
   1. The Parties shall, in its collection, processing, disclosure or other use (“**Use**”) of any information and data which can be related to an identifiable individual (“**Data**”), for any purpose arising out of or in connection with this Agreement, adhere to the requirements of the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore).
   2. Without prejudice to the generality of the foregoing, the Parties shall, where required and in the manner required by any Applicable Laws:
      1. Use Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Data relates (“**Subject Individual**”);
      2. provide Subject Individuals with access to their Data and the ability to correct such Data upon request;
      3. use reasonable efforts to ensure the accuracy of Data;
      4. institute reasonable security arrangements to protect the Data;
      5. securely destroy the Data where it is no longer required; and
      6. transfer Data outside Singapore only as prescribed by Applicable Laws.
   3. In respect of any Data provided to from one Party to the other, the receiving Party shall return or destroy the Data forthwith upon being required by the providing Party or immediately without request upon the expiry or termination of this Agreement.
   4. Notwithstanding the termination of this Agreement, the Parties shall be liable for and keep each other fully indemnified against all damage, losses, costs, legal fees, penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of either Party or any of its officers, employees, advisors, agents and representatives, in relation to this Clause.
7. **[Insurance**
   1. The Sponsor confirms that it shall arrange a comprehensive insurance policy, at its sole cost, for the following:

* + 1. public liability at the Venue during the course of the Event, in respect of the Sponsor’s Products and any other materials or goods owned or controlled by the Sponsor, which, in respect of any individual claim is not less than S$[amount];
    2. loss, theft or damage to any of the Sponsor’s Products or other materials or goods owned or controlled by the Sponsor; and
    3. to cover any loss, damage or claim arising directly or indirectly from the public’s use of the specific product or services being promoted by the Sponsor, together with all other goods or services associated with the Sponsor’s Marks.
  1. The Organiser confirms that it will take out a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any participants, performers or spectators.]

1. **Representations and Warranties**
   1. Each Party represents and warrants that:
      1. it is duly incorporated and validly existing under the laws of Singapore or under the laws of the country with which it was incorporated and is fully qualified and empowered to carry on its business/operations;
      2. it has the requisite power and authority to enter into this Agreement and that there are no actions, suits or proceedings in existence or threatened that might affect its ability to perform the obligations contemplated by this Agreement;
      3. all authorisations, approvals, consents, licences, assignments, exemptions, and other matters required or advisable in connection with the Event and sponsorship and the performance of its obligations under this Agreement, have been obtained and shall also be maintained for the Term;
   2. The Sponsor represents and warrants that all action shall have been taken so that the grant of the sponsorship, and the performance by the Sponsor of its obligations under this Agreement shall not:
      1. conflict with its constitutional documents;
      2. infringe or constitute any default under any instrument, contract, document or agreement to which it is a party; and
      3. result in a breach of Applicable Laws.
   3. The Organiser represents and warrants that it has the full power and authority to accept the sponsorshipand agree to the terms of this Agreement, and such acceptance and agreement constitutes the Organiser's valid and legally binding obligations, enforceable against it in accordance with the terms of this Agreement.
   4. The Sponsor shall ensure that, in providing the sponsorship, the sponsorship material does not:
      1. advocate or lobby for lifestyles seen as objectionable by the general public;
      2. denigrate or debase a person, group or class of individuals on the basis of race or religion, or serve to create conflict or misunderstanding in our multicultural and multi-religious society; and/or
      3. undermine the authority or legitimacy of the Singapore government and public institutions or threaten the nation’s security or stability.
   5. The Sponsor shall be responsible for obtaining all Intellectual Property Rights, licenses, permits, consents and any other rights clearances necessary for the Sponsor's Products in accordance with the terms of this Agreement, including but not limited to the payment of royalties to the relevant third party owners of such Intellectual Property Rights.
   6. Both Parties agree that if there is a breach of any provision under this Clause by a Party, the defaulting Party shall, where applicable, remedy such breach at its own cost as soon as possible, without prejudice to any other rights or remedies the other Party may have under this Agreement or otherwise.
2. **Other Requirements**
   1. The Sponsor hereby undertakes to the Organiser that it shall:
      1. perform in full and in a timely fashion all of its commitments under this Agreement;
      2. provide at its own cost all necessary supporting equipment, personnel and any other items required if any in order to fulfil its commitments to the Organiser;
      3. adhere to the time requirements set by the Organiser for the production of the Sponsor’s Event Materials and other promotional materials;
      4. not at any time sub-licence, assign, or otherwise dispose of any of the Sponsorship Rights without the Organiser's prior written consent;
      5. adhere to the guidelines set by the Organiser for the use of the Event Marks and other related corporate identity in the Sponsor’s advertising and promotional campaigns; and
      6. at all times comply with the rules and regulations set down by any regulatory media authority from time to time.
   2. The Organiser hereby undertakes to the Sponsor that it shall:
      1. use reasonable endeavours to maximise media coverage of the Event and to provide a short report on publicity to the Sponsor at the end of the Event;
      2. provide a right to the Sponsor to cite or publicise its sponsorship of the Event for advertising and promotional purposes in Singapore; and
      3. use the sponsorship solely for the Event. If the Event is cancelled, any sponsorship amount unused (less any sums already spent on the project) shall be returned to the Sponsor.
3. **Liability and Indemnity**
   1. Without prejudice to any other rights or remedies which either Party may have under law, each Party shall fully indemnify and keep fully indemnified on a continuing basis the other Party to the fullest extent permitted by Applicable Laws from and against all claims, demands, losses, damages, penalties, expenses and liabilities of any kind (including claims by third parties for intellectual property rights infringement) which a Party may suffer or incur in respect of or in connection with any breach by the other Party of any of its obligations under this Agreement or any intentional or wrongful act, default or omission of that other Party or any of its officers, employees and agents.
   2. Notwithstanding anything to the contrary in the terms of this Agreement and to the extent permitted by Applicable Laws, the Parties agree that:
      1. the maximum cumulative liability of the Organiser under this Agreement shall in no circumstances exceed the total value of the Sponsorship Fee;
      2. the Parties unequivocally waive any and all rights against the other Party for any indirect, consequential or other purely economic loss, including but not limited to loss of profits, cost of repair or replacement, extra out-of-pocket expenditure, loss of anticipated future savings or any similar kind of loss arising out of or in connection with the sponsorship and/or Event even if reasonably foreseeable, or if occurring indirectly, or through the failure, negligence, act or omission of any other person, or entity, or even if such Party or its agents or employees had been advised of the possibility of the other Party incurring such damages, losses and/or expenses; and
      3. nothing in this Agreement shall limit or exclude a Party's liability for (i) death or personal injury caused by negligence, the negligence of its employees, agents or subcontractors; or (ii) fraud or fraudulent misrepresentation.
4. **Event Cancellation or Postponement**
   1. In the event that the Organiser, in its reasonable discretion, is of the view that Event must be cancelled (whether before or after the Commencement Date) or postponed, neither Party shall be liable for any losses, payments or damages arising therefrom to the other Party, provided that both Parties continue to perform all other obligations that have not been affected by such cancellation or postponement. For the avoidance of doubt, the foregoing does not include any cancellations and/or postponements of the Event as a result of any delay caused by the Sponsor or any breach by the Sponsor of any of its obligations under this Agreement or any intentional or wrongful act, default or omission of the Sponsor or any of its officers, employees and agents, and the Sponsor agrees that it shall be liable for all costs, expenses, losses, payments or damages, whether direct or indirect, incurred by both Parties arising therefrom in that event.
   2. Without prejudice to any other rights of the Sponsor under this Agreement, the Parties shall agree to negotiate a reasonable reduction and, where applicable, refund of the Sponsorship Fee to reflect any material restriction in the benefit or value of the Sponsorship Rights to the Sponsor, including if any of the following events occur during the Term:
      1. any change in any laws or regulatory provisions which has an adverse impact on the value of the Sponsorship Rights;
      2. cancellation of the Event for any reason including as a result of a Force Majeure Event; or
      3. [list any other situation here].
5. **Termination**
   1. In addition to and without prejudice to any other rights under the terms of this Agreement, either Party shall be entitled to terminate the Agreement immediately by giving written notice to the other Party:
      1. if the other Party fails to pay any amount due under this Agreement on any due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
      2. if the other Party commits a breach of any of the terms of this Agreement and, if such a breach is, in the reasonable opinion of the terminating Party, capable of being remedied, and having been notified by the terminating Party, the Party in breach fails, refuses or neglects to take all steps required by the terminating Party to remedy the breach within two (2) weeks after receipt of a written notice from the terminating Party;
      3. if the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
      4. if the other Party acts illegally or negligently at any time or acts in such a way that the terminating Party, in its reasonable opinion, believes that it has adversely affected the conduct of the Event under this Agreement, or is likely to harm or negatively affect the terminating Party’s reputation;
      5. if the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors without the prior approval of the terminating Party;
      6. if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party without the prior approval of the terminating Party;
      7. if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
      8. if a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
      9. if the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or
      10. if the other Party ceases or threatens to cease to carry on its business/operations or part of its business/operations.
   2. Without prejudice to Clause 14.1, either Party shall be entitled to terminate the Agreement at any time by giving two (2) months’ written notice to the other Party.
   3. The termination of the Agreement for any reason whatsoever: (a) shall not affect the accrued rights of any Party hereunder or release any Party from any liability which at the time of such termination has already accrued, or which thereafter may accrue; (b) shall not prejudice any other remedies which a Party may have at law or in equity; (c) shall not affect the Parties’ rights or release the Parties hereto from their rights and obligations under any Clauses herein that shall survive the termination or expiry of this Agreement.
   4. On the termination or expiry of this Agreement:
      1. any Sponsorship Rights granted by the Organiser to the Sponsor under this Agreement shall immediately terminate and revert to the Organiser;
      2. following termination of the Sponsorship Rights and their reversion to the Organiser, the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event unless prior written consent by the Organiser is granted;
      3. within thirty (30) days after the date of termination, the Sponsor shall promptly destroy or, if the Organiser shall so elect, deliver to the Organiser or any other person designated by the Organiser, at the Sponsor's sole expense, all the Sponsor's Event Materials in its possession or control; and
      4. each Party shall promptly return to the other Party any property of the other within its possession or control.
6. **Force Majeure**
   1. If either Party (an “**Affected Party**”) is unable to perform or discharge any of its obligations under this Agreement by reason of the occurrence of a Force Majeure Event (defined below), any event that is beyond the reasonable control of the Affected Party (“**Force Majeure Event**”), then the Affected Party shall not be liable to the other Party for any failure to perform and discharge such obligation or be deemed to be in breach or default of its obligations under this Agreement for so long as such Force Majeure Event continues to prevent the Affected Party from performing and discharging such obligation, provided that the Affected Party:
      1. has as soon as practicable served on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which the Affected Party is unable to discharge or perform its obligations, the reasons for the inability of the Affected Party to perform or discharge its obligations and the estimated period during which the Affected Party is unable to perform and discharge its obligations;
      2. has promptly taken and continues to take such action within its powers to minimise the duration and effect of the Force Majeure Event on the Affected Party; and
      3. will whenever possible resume such obligations as soon as the factors or event occasioning the failure ceases or abates.

For purposes of this Agreement, a “**Force Majeure Event**” is an event which is a circumstance or event beyond the reasonable control of a Party which results in the Party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include, without limitation, industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.

* 1. If the Force Majeure Event shall continue for a period exceeding one (1) month from the date of the notice of such Force Majeure Event under Clause 15.1 above, either Party may at any time thereafter terminate this Agreement by written notice to the other Party.

1. **Expenses**

Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance by it of this Agreement and any ancillary documentation, deeds or such further documents the other Party may reasonably require from time to time for the purpose of giving that other Party the full benefit of the provisions of this Agreement.

1. **Variation**

No amendment or variation to this Agreement shall take effect unless it is in writing (which expression includes email) and signed by the authorised representatives of each of the Parties.

1. **Confidentiality**
   1. This Agreement and all documents, materials and information that is marked at the time of disclosure with the word “**Confidential**” or “**Proprietary**” or with words of similar import (including information provided verbally) and disclosed, made available or otherwise provided to a Party (“**Receiving Party**”) by or on behalf of the other Party (“**Disclosing Party**”) for the purposes of, and pursuant to, the performance of the Receiving Party’s obligations under this Agreement are confidential (collectively, “**Confidential Information**”). Subject to Clauses 18.2 and 18.4, a Receiving Party shall keep confidential and shall not disclose to any person or use directly or indirectly for its own or any other person’s benefit (other than for the due performance by it of its obligations under this Agreement), any such Confidential Information, without the prior written consent of the Disclosing Party. The Receiving Party shall keep all such Confidential Information confidential, using at least the same degree of care (but no less than a reasonable degree of care) to safeguard, and to prevent the disclosure to third parties of such Confidential Information as it applies with respect to the protection of its own confidential information of a similar nature.
   2. The Receiving Party may disclose confidential information to:
      1. its directors and employees on a need-to-know basis and to the extent that their duties require them to have access to such Confidential Information;
      2. its external auditors, lawyers and professional advisers to the extent that there is a legitimate reason for the same to be granted access to such Confidential Information; and
      3. any regulator, law enforcement agency or other third party if it is required to do so by law, provided that:
2. the Receiving Party (provided that it is practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure;
3. the Receiving Party shall use reasonable endeavours to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure; and
4. the Receiving Party shall in any event use reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
   1. If the Receiving Party is unable to inform the Disclosing Party before it is disclosed, it shall (provided that it is lawful to do so) fully inform the Disclosing Party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information that has been disclosed.
   2. Upon discovery of any unauthorised use or disclosure of Confidential Information, or any breach of the obligations under this Clause, the Receiving Party agrees to promptly notify the Disclosing Party and to cooperate with the Disclosing Party in every reasonable way to regain possession of the Confidential Information and reasonably prevent such further unauthorised use or disclosure. The Receiving Party further agrees and acknowledges that all Confidential Information are and shall remain the property of the Disclosing Party and that the disclosure of Confidential Information to the Receiving Party does not grant any express or implied right, to the Receiving Party.
   3. This Clause shall not apply to Confidential Information:
      1. to the extent it is or becomes generally available to the public other than through a breach of this Agreement;
      2. which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure and which had not previously been obtained from the Disclosing Party known by the Receiving Party to be under an obligation of confidence to the Disclosing Party;
      3. which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or
      4. which the Receiving Party can show by its written or other records was independently developed by or on behalf of the Receiving Party.
   4. The Parties agree that this Clause shall survive the termination or expiry of this Agreement.
   5. Each Party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other Party of the provisions of this Clause. Accordingly, it is agreed that each Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Clause by the other Party, without prejudice to any other rights and remedies which that Party may have.
   6. The Receiving Party shall, upon the request of Disclosing Party, return all Confidential Information (in whatever form and including all copies thereof) to the disclosing Party or destroy the same on Disclosing Party’s instruction, within thirty (30) days after the termination or expiration of the Term of this Agreement, whichever earlier, provided always that each Party may retain one (1) copy of the other Party’s Confidential Information for purposes of complying with its obligations under this Clause.
5. **Anti-Bribery and Corruption**
   1. The Parties represent and warrant that they are in compliance with all Applicable Laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such Applicable Laws during the Term. The Parties further represent and warrant that they have not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (a) improperly influence any act, decision or failure to act by that official or person, (b) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (c) secure any improper advantage.
   2. The Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any Applicable Laws, including anti-corruption or anti-bribery laws, it shall immediately disclose such activity to the other Party. If, after consultation between the Parties, any such concern cannot be resolved in the good faith and reasonable judgment of the other Party, then the other Party, on written notice to the disclosing Party, may withdraw from or terminate this Agreement without penalty.
   3. Notwithstanding and without prejudice to the Clause above, either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.
6. **Dispute Resolution**
   1. In the event of any difference or dispute arising between the Parties relating to this Agreement, including the validity, interpretation, construction and/or performance thereof, the Parties shall use best endeavours to settle amicably such difference or dispute by consultation and/or negotiation. If the dispute cannot be settled amicably by such consultation and/or negotiation, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre ("**SMC**"). A Party who receives a notice for mediation from the other Party shall consent to and participate in the mediation process in accordance with the foregoing.
   2. If the Parties are unable to reach an amicable resolution within thirty (30) days from the commencement of mediation with the SMC as mentioned above, the Parties may commence with court proceedings in relation to the dispute.
   3. Each Party shall bear its own costs for dispute resolution.
7. **No Joint Venture**

The Parties are and shall remain independent contractors and the employees of either Party shall not in any way hold themselves out or be considered to be employees or representatives of the other Party. Nothing in this Agreement shall be construed as creating, expressly or by implication, a partnership, joint venture or establishing a relationship of principal and agent between the Parties (except as may be expressly provided or contemplated herein), and each Party agrees that it shall not be authorised to represent, make any commitment or bind the other Party in respect of any third parties.

1. **Notices**
   1. All notices and other communication to be given under or in connection with this Agreement shall be in writing and in English, and shall be delivered or sent to the following address, electronic mailing address or facsimile number:

**To the Organiser**:

[**Insert name of Organiser**]

Address :

Attention :

Email :

Tel :

Fax :

**To the Sponsor**:

[**Insert name of Sponsor**]

Address :

Attention :

Email :

Tel :

Fax :

or to such other address, email or facsimile number as a Party may from time to time notify the other Party in writing.

* 1. Any notice required to be given hereunder shall be given to the relevant Party by personal delivery, email or by registered post at the above-mentioned address or email address. Any notice sent by (i) personal delivery shall be deemed to have been received by the addressee at the time of delivery; (ii) email shall be deemed to have been duly given, sent or served upon transmission of the email to the current email address of such person; and (iii) registered post shall be deemed to have been received by the addressee on the third day after it is posted.

1. **General**
   1. The rights and obligations of either Party under the terms of this Agreement shall not be novated, assigned or transferred without prior mutual consent of the other Party (such consent not to be unreasonably withheld).
   2. No failure or delay on the part of any Party to exercise any right or remedy under the terms of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided under the terms of this Agreement are culmulative and are not exclusive of any rights or remedies provided by law.
   3. Each Party shall at its own cost comply with all Applicable Laws in the exercise of its rights and the performance of its obligations, under this Agreement, and shall obtain and maintain for the duration of this Agreerment and any renewal thereof all necessary approvals, licenses, permits and registrations.
   4. If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of any Applicable Laws. In such event, the Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
2. **Rights of Third Parties**

Except as provided to the contrary, a person not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B), or as may be modified, supplemented or adapted from time to time, to enforce any of the terms of this Agreement.

1. **Announcements**
   1. Neither Party shall make, or permit any person to make, any public announcement, communication or circular ("**Announcement**") concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties shall consult together on the timing, contents and manner of release of any Announcement.
   2. Where an Announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the Announcement shall promptly notify the other Party. The Party concerned shall make all reasonable attempts to agree the contents of the Announcement before making it.
2. **Set-Off**

All amounts due under this Agreement shall be paid by the Sponsor to the Organiser in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Laws).

1. **Governing Law**

This Agreement shall be governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of its courts.

1. **Entire Understanding**
   1. This Agreement embodies the entire understanding between the Parties in respect of the matters set out in this Agreement, and any prior or contemporaneous representations, whether oral or written, are hereby superseded by this Agreement.
   2. In the case of any inconsistency between any provision of the Schedules to this Agreement and any provision of the main body of this Agreement, the main body of this Agreement shall prevail.
   3. The Parties to this Agreement through their duly authorised representatives certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**IN WITNESS WHEREOF** the Parties hereunto have caused this Agreement to be signed by their duly authorised representatives on the date first abovewritten.

**Organiser**

Signed by: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Organiser] ) -----------------------------------------------

Signature

In the presence of: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Organiser] ) -----------------------------------------------

Signature

**Sponsor**

Signed by: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Sponsor] ) -----------------------------------------------

Signature

In the presence of: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Sponsor] ) -----------------------------------------------

Signature

**SCHEDULE 1**

**EVENT MARKS**

1. Organiser's Marks
2. Designation

**SCHEDULE 2**

**SPONSORSHIP FEE**

The Sponsorship Fee of S$[amount] shall be payable as follows:

1. S$[amount] payable on or before [date].
2. S$[amount] payable on or before [date].
3. S$[amount] payable on or before [date].

**SCHEDULE 3**

**SPONSOR'S MARKS**

**SCHEDULE 4**

**SPONSORSHIP RIGHTS**

1. **Use of Event Marks**

Sponsor shall be granted a right to use the Event Marks on the Sponsor's Products and in advertising for the Sponsor's Products on the terms of this Agreement.

1. **Appearance of Sponsor's Marks**

The Organiser confirms that an official printed programme shall be made available to the general public during the Event at a price within the sole discretion of the Organiser. The Organiser undertakes that the official programme shall bear the Sponsor’s Marks on the front cover, a statement from the Sponsor of not less than [NUMBER] words on page [PAGE NUMBER] and a full-page advertisement of the Sponsor’s Products [on the inside of the back cover].

1. **Use of Event footage and photographs**

The Organiser shall make available to the Sponsor a wide selection of good quality video footage and still photography of the Event [and any earlier events, if applicable] and the Sponsor shall have the non-exclusive right to use such footage and photography in advertising in all mediums for the Sponsor’s Products during Term.

1. **Other**

[●]