

 **COPY**

THE WESTERN AUSTRALIAN TOURISM COMMISSION

and

THE UNIVERSITY OF WESTERN AUSTRALIA

Sponsorship Agreement

**2012, 2013, 2014 and 2015
Perth International Arts Festival (Opening Event)**

Y900

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SPONSORSHIP AGREEMENT

Date

Parties: The Western Australian Tourism Commission a body corporate under the Western Australian Tourism Commission Act 1983 (WA) trading as Tourism Western Australia through its division known as Eventscorp of Level 9, 2 Mill Street, Perth, Western Australia (Tourism WA)

and

The Party named in Item 1 (Event Holder)

1 Definitions

In this Agreement, unless the contrary intention appears:

A reference to "Item" followed by a number means that numbered item of the Schedule.

Acknowledgement means a written or verbal acknowledgement in the form specified by Tourism WA of the contribution and assistance provided by Tourism WA, Eventscorp and the State for the Event, and which includes, but is not limited to, the Branding and other items specified in clause 7.

Agreement means this Agreement which includes any schedule hereto which schedule hereby forms part of this Agreement.

Artist means the relevant artist presenting the Event.

APRA means Australian Prudential Regulation Authority.

Best Endeavours means, in respect of a Party, doing all things necessary and lawful in order to achieve the outcome that is referred to in the relevant provision of this Agreement.

Branding means one or more of the following words, phrases or logos as specified by Tourism WA:

- westernaustralia.com;
- Perth, Western Australia;
- Perth;
- Western Australia;
- Tourism WA;
- Eventscorp;
- Minister for Tourism;
- Experience Extraordinary;
- Eventscorp Logo; and
- any other word, phrase or logo as may be specified by Tourism WA from time to time.

Business Day means a day on which banks and government offices are open for business in the State.

Communications Plan means the plan prepared on the Event which must demonstrate a comprehensive understanding of the Event and include, but not be limited to, public relations, the administrative, legal, financial, operational, economic and publicity aspects of the Event and other matters.

Confidential Information means information that is confidential and includes:

- (a) this Agreement's provisions or any pre-contractual drafts or negotiations of this Agreement or the verbal agreement between the Parties where Tourism WA agreed to sponsor the Event;
- (b) all records concerning the operation, dealings, organisations, business, financial transactions, books of account, contracts, agreements, arrangements, trade secrets or markets, or the commercial, industrial, financial, or business affairs of either Party; and
- (c) any information pertaining to a Party which is or could reasonably be regarded as being of a politically or commercially sensitive nature.

Content means the broadcast content of the Event.

Event means the Event as defined in Item 2. A reference to Event in this Agreement including the Schedule shall mean, relevantly, and depending on the context, the Event in 2012, 2013, 2014 and 2015.

Event Budget means the report prepared on each Event which must demonstrate a comprehensive understanding of the finances of the Event and include, but not be limited to, details of all income of any nature from all sources, including products and services provided by sponsors of any kind (estimated at normal commercial rates), and all expenditure of any kind, and other matters.

Eventscorp Logo means the logo of Tourism WA as set out in Appendix A.

Event Logo means the Event Logo set out in Appendix B.

Event Report means the report referred to in clause 12.1.

Event Website means the Event website at www.perthfestival.com.au

GST means a goods and services tax imposed under the GST Act, a consumption tax, value added tax, retail turnover tax or a tax of a similar nature.

GST Act means a New Tax System (Goods and Services Tax) Act 1999 (Cth).

including means including but without limitation to.

Insolvency Event means the happening of any of the following events:

- (a) a receiver, receiver and manager, administrator or similar official is appointed, or steps are taken for an appointment of that kind over any of the assets or undertakings of the Event Holder;
- (b) the Event Holder suspends payments of its debts generally;
- (c) the Event Holder is unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act (Cth);
- (d) the Event Holder enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for the benefit of, its creditors or a class of them;

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- (e) the Event Holder ceases, or threatens to cease, to carry on business or its objects (if an association);
- (f) an application or order is made for the winding-up or dissolution of the Event Holder or a resolution is passed or steps are taken to pass a resolution for the winding-up or dissolution of the Event Holder otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of Tourism WA;
- (g) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any jurisdiction.

Marketing Campaign means Tourism WA's tourism marketing campaign of any name developed and affected by Tourism WA to promote the State.

Marketing Plan means the plan prepared for the Event which must demonstrate a comprehensive understanding of the marketing requirements of the Event and include, but not be limited to, the structure and administration of the marketing function marketing the Event, administration of that organisation, its target audience, objectives, processes and tourism strategies, and other matters.

Milestones means the events identified as being milestones in Item 5.

Minister means the State's Minister for Tourism.

Official Program means the official program of the Perth International Arts Festival.

Operations Plan means the plan prepared for the Event which must demonstrate a comprehensive understanding of the operational management of the Event and include, but not be limited to, the administrative, legal, financial, operational, economic and publicity aspects of the Event, and other matters.

Party means Tourism WA or the Event Holder, and **Parties** means both of them.

Risk Management Plan means the report referred to in Item 5 of the Schedule and prepared on the Event which must follow the Australian Standard on Risk Management AS/NZS 4360:2004 (or later);

State Tourism means the efficient and effective marketing of State's tourist facilities, events and services, in conjunction with the tourism industry, to increase tourism to the State and maximise the State's national and international exposure.

Schedule means the Schedule to this Agreement.

Sponsorship Funding means the amount of funding payable to the Event Holder as set out in Item 4.

State means the State of Western Australia.

Supply means a supply of goods or services as defined in the GST Act.

Tourism WA Website means Tourism WA consumer website at www.westernaustralia.com

Venue means locations agreed by the parties involved in the Event's operation.

WA Icon means any natural landmark or structure unique to the State that is generally recognised within the State as identifying Perth or the State.

Welcome to Country means a cultural welcoming provided by local Indigenous custodians at the official commencement of an event.

World Class means rated by senior arts experts amongst the best or most prominent in the world.

2 Event

- 2.1 The Event Holder will organise and hold the Event as set out in Item 2.
- 2.2 Tourism WA shall sponsor the Event as per this Agreement. Tourism WA will pay to the Event Holder the Sponsorship Funding. The Sponsorship Funding will be paid by Tourism WA to the Event Holder in the amount set out in Item 5 and on completion of the Milestones by the Event Holder.
- 2.3 This Agreement commences and terminates on the dates set out in Item 3.
- 2.4 The Event Holder must comply with and achieve the Milestones.

3 Event Holder's Obligations

- 3.1 The Event Holder must organise the Event by:
 - 3.1.1 The Event Holder must provide the necessary number of competent, qualified and experienced staff and suitable resources for the purpose of organising and promoting the Event.
- 3.2 The Event Holder must use its Best Endeavours to:
 - 3.2.1 ensure the success of the Event by providing all reasonable resources of the Event Holder for the benefit of the Event;
 - 3.2.2 include a "Welcome to Country" at the official opening of the Perth International Arts Festival;
 - 3.2.3 serve, at its Event-related corporate functions, Western Australian wine, food and condiments;
 - 3.2.4 use all reasonable efforts to ensure that, in respect to its Event, it facilitates the desired access and inclusion outcomes expressly or impliedly set out in the Disability Access & Inclusion Plan of the Western Australian Tourism Commission. Specifically, the Event Holder must do all things reasonable to ensure that there are sufficient facilities at the Event venue for persons with disabilities to encourage their attendance at and maximise their enjoyment of the Event;
 - 3.2.5 facilitate the securing of all consents from Artists required by Tourism WA or the Event Holder (or both) under or contemplated by this Agreement.

4 Tourism WA's Obligations

- 4.1 Tourism WA will provide to the Event Holder:
 - 4.1.1 marketing and public relations support in the form of advice and access to Tourism WA's marketing and public relations staff;
 - 4.1.2 tourist product information support such as destination information and images for marketing collateral through access to Eventscorp; and;
 - 4.1.3 management advice if requested by the Event Holder. Tourism WA will not be liable in negligence or howsoever for any loss or damage whatsoever from any advice given to, or acted upon by, the Event Holder.

5 Promotion of the Event

5.1 The Event Holder must

- 5.1.1 use its Best Endeavours to attract to the Event as many interstate and overseas participants and supporters as possible;
- 5.1.2 consult with Tourism WA regarding the look of all Event Product and promotional material to ensure that Tourism WA's Branding is accurately represented in all marketing activities;
- 5.1.3 give Tourism WA the right to distribute welcome kits, including material promoting WA, to be provided by Tourism WA, to all national and international Event participants;
- 5.1.4 assist Tourism WA, as it reasonably requires, with the development by Tourism WA of its Event promotional material (to be produced at Tourism WA's cost), including but not limited to printed collateral, highlights video and Event Website, to promote the Event and Western Australia to national and international travel trade representatives;
- 5.1.5 list the Event on westernaustralia.com. Please complete the event registration form found online on www.westernaustralia.com/addmyevent and email calendar@westernaustralia.com; and
- 5.1.6 commence advertising the Event to the Australian public, and in particular the Western Australian public in all regions, not less than 3 months before each Event.

6 Eventscorp Signage

- 6.1 Tourism WA will provide, at its cost, the banners and signs incorporating the Eventscorp Logo to be used at the Event. The Event Holder must ensure that the banners and signs incorporating the Eventscorp Logo are positioned in consultation with Tourism WA in highly visible areas.

7 Acknowledgment of Tourism WA

- 7.1 The Event Holder to provide a formal verbal acknowledgement to Eventscorp, Tourism WA and the Minister for Tourism as the major partner of the official opening event of the Perth International Arts Festival in 2012, 2013, 2014 and 2015.
- 7.2 The Event Holder will provide an acknowledgment in publicity and advertising materials of the contribution and assistance provided by Tourism WA. The acknowledgment will include the Eventscorp Logo (or such other logo as specified by Tourism WA) or the word 'Eventscorp':

- 7.2.1 wherever and whenever all Event Holder partners and sponsors are acknowledged; and
- 7.2.2 on all posters, brochures, program, advertisements and all other forms of publicity and advertising for the Event.
- 7.3 The Opening Event to be tagged with the line "proudly supported by Eventscorp", or any such wording provided by Tourism WA, in all relevant material and communications including the Official Program.
- 7.4 Prior to use, the Event Holder must submit the first item of communications material that contains acknowledgement of the Eventscorp Logo (or other specified by Tourism WA) to Tourism WA for Tourism WA's written approval, refusal or required amendments. The approval, refusal or amendments required must be given within 2 Business Days of receipt by Tourism WA of the materials. Acknowledgement of the Eventscorp logo on communications material produced after Tourism WA's written approval is granted will be in a consistent manner.

8 Benefits to Tourism WA

- 8.1 The Event Holder must make available in the number set out in Item 6;
 - 8.1.1 Invitation to Tourism WA representatives to attend any function associated with the Event; and
- 8.2 The Event Holder must:
 - 8.2.1 Provide opportunities for the Minister or his representatives to officiate at official functions, announcements and ceremonies relating to the Event and ensure that the number of invitations and tickets referred to in Item 6 are made available for representatives to attend such functions (at no cost to Tourism WA);
 - 8.2.2 provide the Minister with an opportunity to be quoted in relevant media releases;
 - 8.2.3 provide to Tourism WA, 100 PIAF Official Programs for the 2012, 2013, 2014 and 2015 Festivals at no cost;
 - 8.2.4 include one full page advertisement space in colour in the Official Program over the four years (2012-2015) at no cost to Tourism WA;
 - 8.2.5 if screens are erected at the Event, allow Tourism WA to provide a suite of TVC's up to a maximum of 60 seconds each to be shown before and after the event. Positioning of this advertising will be in accordance with the sponsorship level as represented on the PIAF sponsorship grid for the relevant year provided to Tourism WA;
 - 8.2.6 allow Tourism WA to provide a suite of TVC advertising to a maximum of 60 seconds each to be shown through-out the duration of the Lotterywest Festival Films at the Somerville and Joondalup venues;
 - 8.2.7 subject to the consent of the Artist, allow Tourism WA to take still photographs of any aspect of the Event for any purpose, with the use of these images to be approved by the Event Holder and the Artist;
 - 8.2.8 subject to the consent of the Artist and the photographer, provide Tourism WA with access to at least three high resolution photographs (JPEGs) as

approved by the Event Holder, of the Event (pre and post event) and allow Tourism WA to use these photographs for its own marketing and publicity purposes. Please include the caption as the file name for each photograph. Due to copyright laws you must advise who the photographer is and who owns the copyrights for each image.

8.2.9 subject to the consent of the Artist, provide to Tourism WA, at no charge, video news releases and Event video highlights in both 300 kilobyte and 600 kilobyte bit rates in Windows Media, QuickTime and Flash formats, in the case that these formats are not available a high resolution DVD format will be produced, within 24 hours of becoming available and allow Tourism WA to upload the footage to the Tourism WA Website and permit Tourism WA the right to use no more than 3 minutes footage for promotional purposes;

8.2.10 allow Tourism WA to incorporate and refer to the Event by including the name 'Perth International Arts Festival' as an event within its Marketing Campaign.

9 Event Website

The Event Holder must, at its own expense, and before the Event's commencement, develop and maintain a freely accessible website for the promotion and dissemination of up to date and accurate information about the Event on the Event Website. In particular, the Event Website must create and maintain, in a prominent position on the Event Website, a hyper-link to Tourism WA Website.

10 Research

10.1 The Event Holder must allow Tourism WA, or an organisation appointed by Tourism WA as notified by Tourism WA to the Event Holder in advance in writing, access to all persons, data and information relating to the Event inside and outside the Venue, to enable Tourism WA, or an organisation appointed by Tourism WA, to carry out market and media research on the Event for the preparation of a report on the economic and other impacts of the Event ('Impact Report'). Additionally, the Event Holder must advise participants that the research will be undertaken. Tourism WA hereby agrees and warrants that any research and subsequent data storage and processing shall be conducted in accordance with applicable law (including without limitation data protection law) and hereby indemnifies the Event Holder and shall keep it indemnified against any claims, demands, damages, costs, losses, expenses and/or liabilities that may arise from any breach of this warranty by Tourism WA or its appointed sub-contractor.

10.2 Tourism WA will supply a copy of the executive summary on the matters contained in the Impact Report, to the Event Holder when it is completed.

11 Event Holder Indemnities

The Event Holder shall indemnify and keep indemnified the State, the Minister, Tourism WA and all their respective agents, officers, members and employees from and against all claims, demands, suits, proceedings, actions, causes of action, liabilities, losses and damage sustained, suffered or incurred by or made against any of those indemnified in

connection with or arising from this Agreement or the Event (excluding claims in respect of indirect or consequential loss or damage) and:

- (a) the loss of or damage to property (including money); or
- (b) the death of or injury to any person,

TO THE EXTENT that the same has been caused or contributed to by any:

- (c) actionable, tortious, criminal or unlawful act or omission;
- (d) breach of statutory duty, contract or warranty,

of, by or on the part of the Event Holder or any officer, member, employee, agent, contractor, representative, affiliate, licensee or invitee of the Event Holder.

12 Event Report and Audit

- 12.1 The Event Holder must provide to Tourism WA by 31st August of each year of the Event (2012, 2013, 2014, and 2015) an Event Report in a form satisfactory to Tourism WA, comprehensively covering the artistic, audience, financial (including audited income and expenditure statement), marketing, sponsorship and media aspects of the Event.
- 12.2 The Event Holder shall whensoever requested by Tourism WA, permit Tourism WA and its auditors at any time during normal business hours to inspect and make copies of the Event Holder's books of account and other financial records relating to the Event and all contracts, agreements and arrangements entered into by or on behalf of the Event Holder relating to the Event.
- 12.3 The Event Holder shall provide Tourism WA with all information (relating to any subject matter or issue covered by this Agreement) requested within 5 Business Days of having been requested do to so by Tourism WA. All such information must be full, true and accurate in all respects to the best of the Event Holder's knowledge at that time.
- 12.4 The Event Holder must deliver to Tourism WA all other reports (in forms satisfactory to the latter) referred to in Item 5 within any time frames specified therein.

13 General Obligations of the Event Holder

- 13.1 The Event Holder must not, without the prior written consent of Tourism WA (which consent may be withheld in its sole discretion), sell, transfer, assign or otherwise dispose of or part with or attempt or agree to sell, transfer, assign or otherwise dispose of or part with any of its rights, entitlements or obligations under, or interest in, this Agreement. In considering whether to provide consent Tourism WA is entitled to require the Event Holder to produce to Tourism WA, at the Event Holder's expense, such information and documents in relation to the expertise, experience, creditworthiness and business standing of the proposed purchaser, transferee, assignee, or recipient as Tourism WA considers appropriate.
- 13.2 The Event Holder must promptly give written notice to Tourism WA of any notice, advice or other communication received by the Event Holder or on its

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behalf which threatens or is likely adversely to affect the Event's conduct or its financial viability.

- 13.3 The Event Holder must in entering into contracts, arrangements or agreements with third parties do so on the best terms obtainable by it at the time.
- 13.4 The Event Holder must use its Best Endeavours to ensure that no acts or omissions are effected by any person in connection with the Event, and which in the opinion of Tourism WA are contrary to the interests of Tourism WA or the State, as provided or advised by Tourism WA.
- 13.5 The Event Holder must (if such acts or omissions referred to in clause 13.4 are being carried out or made) use its best endeavours to ensure that such acts or omissions cease as soon as reasonably practicable after it becomes aware of them.

14 Adverse Affect on the State

- 14.1 The Event Holder will not, in respect of the Event, directly or indirectly:
 - 14.1.1 involve itself in the promotion of any tourism product or package which is contrary to the State's tourism interests; and
 - 14.1.2 procure sponsorship or advertisements which may, in Tourism WA's reasonable opinion, adversely affect the State or the interests of tourism in the State or conflict with the interests of Tourism WA; as provided or advised by Tourism WA.

15 Insurance

- 15.1 The Event Holder must, on entering into this Agreement, effect and maintain insurances with a reputable insurer acceptable to Tourism WA (which approval is not to be unreasonably withheld), for:
 - 15.1.1 public liability which policy must:
 - (a) provide public liability cover of _____ and
 - (b) extend to the contractually assumed liability of the Event Holder pursuant to clause 11;
 - 15.1.2 workers' compensation to the extent required by law; and
 - 15.1.3 personal accident insurance for persons engaged by the Event Holder on a voluntary basis
- 15.2 The Event Holder shall not do or permit or suffer to be done anything where any policy of insurance referred to in this Agreement may become void or voidable or where the rate of premium may be increased.
- 15.3 The Event Holder shall provide certificates of currency to Tourism WA for all insurance policies which the Event Holder is required to take out under clause 15.1 promptly after the anniversary of each insurance policy.
- 15.4 All insurance policies must be effected or maintained during this Agreement or such other period/s as Tourism WA may reasonably require.

15.5 The existence of any insurance policy obtained by the Event Holder or Tourism WA does not derogate from the contractual indemnity in clause 11, which is the primary obligation of the Event Holder.

16 Risk Management

The Event Holder must provide a Risk Management Plan prepared on the Event which Plan must follow the Australian Standard on Risk Management AS/NZS 4360:2004 (or later).

17 Confidentiality

17.1 Each party agrees that it will keep entirely secret and confidential, and will not:

17.1.1 directly or indirectly make or allow, permit or suffer anybody else to make use of, other than for the purposes of this Agreement; and

17.1.2 communicate to any other person, other than those of its employees, officers, agents, auditors and legal and financial advisers who legitimately and reasonably require such Confidential Information in order properly to discharge their duties they were employed or engaged to discharge and which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement;

17.1.3 any Confidential Information acquired by it in connection with this Agreement or the Event, unless it is required to disclose the same because of any written or unwritten law or (in the case of Tourism WA) it is required to disclose because of any order or direction given to it by or on the part of the Minister or the Government of the State or the Parliament of the State or a committee of it.

17.2 Each party will ensure that its officers, employees, agents, auditors and legal and financial advisers comply with the obligations of confidentiality in clause 17.1.

18 Representations and Warranties

18.1 The Event Holder represents and warrants that:

18.1.1 it has the full power and authority to enter into and perform its obligations under this Agreement;

18.1.2 it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

18.1.3 to the best of its knowledge, information and belief all information provided to Tourism WA by or on its behalf in connection with this Agreement, the transactions contemplated by this Agreement, and its assets, business and affairs are true and correct in all material respects and are not, whether by omission or otherwise, misleading;

18.1.4 to the best of its knowledge, information and belief it has not withheld from Tourism WA any document, information or other fact material to the decision of Tourism WA to enter into this Agreement; and

18.1.5 any lobbyist (as that term is defined in the Public Sector Commissioner's Circular No. 2009/13 or any updated version which can be found at <http://www.publicsector.wa.gov.au/AgencyResponsibilities/PSCCirculars> that it or any of its officers, employees, agents or sub-contractors has employed, engaged or has otherwise involved, directly or indirectly, in connection with this Agreement, is duly registered as a lobbyist in terms of that Commissioner's Circular and has fully complied with its obligations under it.

18.2 The Event Holder acknowledges that Tourism WA has entered into this Agreement in reliance on the representations and warranties in, or given under, this Agreement.

19 Force Majeure

19.1 If a Party's performance of an obligation under this Agreement (except an obligation to pay money), is delayed by Force Majeure, ('Delayed Obligation') the time in which a Party had to perform the Delayed Obligation will be extended by the period of the delay, up to a maximum of 30 days after Notice referred to in clause 19.3 has been provided to the other Party.

19.2 If the Delayed Obligation cannot be performed within the 30 days referred to in clause 19.1 then either Party may terminate this Agreement.

19.3 A Party must, immediately upon an event occurring which causes a Delayed Obligation, give Notice to the other Party of:

19.3.1 the event alleged to constitute Force Majeure;

19.3.2 the nature of the Delayed Obligation;

19.3.3 the likely duration of the Delayed Obligation; and

19.3.4 the likely cessation of the Delayed Obligation.

19.4 The Party responsible for the performance of the Delayed Obligation must use its Reasonable Endeavours to remove, and minimise the effects of, the Force Majeure.

19.5 Where the Delayed Obligation arises due to an industrial dispute, the settlement of any strike, lockout or industrial dispute will be entirely within the discretion of the Party directly concerned in it, and nothing will require the settlement of it by acceding to the demands of the opposing party or parties where such course is considered inadvisable in the absolute discretion of the Party so concerned.

19.6 Subject to a Party complying with clauses 19.3 and 19.4, and subject to clause 19.2, a Party will not be liable in damages to the other, nor will any action, claim or demand be taken or made against a Party, by reason solely of the Delayed Obligation due to Force Majeure.

20 Repayment of Amounts

20.1 Without prejudice to any other rights Tourism WA has under this Agreement, the Event Holder must repay to Tourism WA within 7 days of receiving a Notice from Tourism WA to do so, any and all Amounts paid by Tourism WA relating to Milestones (b), (c), (d) and (e) which have not been, in the reasonable opinion of Tourism WA using standard audit procedures, applied in accordance with this Agreement.

20.2 In addition to any other rights Tourism WA has under this Agreement, and in particular those rights under clause 21, if the Event Holder breaches any term of this Agreement Tourism WA may serve a Notice on the Event Holder requesting it to immediately rectify the breach set out in the Notice.

21 Termination

21.1 Tourism WA may terminate this Agreement if:

21.1.1 the Event Holder breaches this Agreement and such breach (if capable of remedy) is not remedied within a reasonable time from when the Event Holder has received a written request from Tourism WA to remedy the breach; or

21.1.2 the Event Holder breaches this Agreement and such breach is not reasonably capable of being remedied; or

21.1.3 the Event Holder suffers or is the subject of an Insolvency Event; or

21.1.4 the Event Holder ceases, or threatens to cease, to carry on business or its operations as an organisation concerned with the Event; or

21.1.5 the Event Holder commits more than 2 breaches of this Agreement in any 30 day period (whether any or all of those breaches are remedied or not); or

21.1.6 Tourism WA is of, or forms, the reasonably held view that, for financial reasons, the Event Holder will not, or is unlikely to:

(a) be able to hold the Event in 2012, 2013, 2014 or 2015 in accordance with this Agreement; or

(b) perform any of the Event Holder's other obligations under this Agreement.

(If the preceding provisions of this clause 21.1.6 apply, then Tourism WA will inform the Event Holder in writing of its said view in which case the Event Holder will then have the right of written reply with a view to convince Tourism WA, within fourteen days, that it is able to, and will, do the things itemised in paragraphs (a) and (b) above); or

21.1.7 under this Agreement the parties are intended or meant to reach further agreement on something and fail to reach such further agreement within a reasonable time after negotiations first commence.

If and when this Agreement is terminated under this clause 21.1 or by the operation of Item 5, the Event Holder must repay to Tourism WA all monies paid by Tourism WA to the Event Holder under this Agreement.

21.2 Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its obligations under this Agreement.

22 No Waiver

22.1 Failure by a Party at any time to demand strict performance of this Agreement by another Party will not be construed as a continuing waiver or relinquishment. Each Party may at any time demand strict and complete performance by the other Party of that other Party's obligations.

22.2 No right of any Party under this Agreement will be deemed to be waived except where such a waiver is in writing signed by or on behalf of that Party.

22.3 A waiver by a Party will not prejudice the rights of that party in respect of any subsequent breach of the Agreement by the other Party.

23 No Agency, Partnership etc

This Agreement will not be construed as constituting an agency, association, corporation, joint venture or partnership of any kind between the Parties nor to confer upon any Party the right to sign or complete any instrument or to pledge credit on behalf of the other Party.

24 No Other Agreements

This Agreement supersedes any arrangements, understandings or provisions made or existing between the Parties in relation to the Event prior to or simultaneously with this Agreement and represents the sole and entire agreement between the Parties.

25 Variation of Agreement

This Agreement may only be varied by further written agreement of both parties.

26 Legal Costs

Legal costs incurred by each Party in connection with the negotiation and preparation of this Agreement are to be borne by the Party incurring those costs.

27 Governing Law

This Agreement will be interpreted in accordance with the laws of the State and the Parties submit to the exclusive jurisdiction of the courts of the State.

28 GST

28.1 Any amounts specified in this Agreement for the Supply of goods or services will be exclusive of any GST.

28.2 If GST is or will be payable by a Party on a Supply that is made by or under this Agreement, then the supplier will increase the amount otherwise payable for the Supply under this Agreement by the amount of such GST, and the recipient shall pay the increased amount subject to the supplier issuing to the recipient a tax invoice enabling the recipient to claim any applicable tax credits (if available) in respect of the Supply.

29 Schedule

Each term, provision or stipulation expressly or impliedly set out in the Schedule is hereby deemed to be a term of this Agreement and therefore enforceable in accordance with its terms.

SCHEDULE

- Item 1** : **Event Holder**
- The University of Western Australia
through the Perth International Arts Festival (PIAF)
3 Crawley Avenue, Crawley
Western Australia 6009
- Item 2** : **Event**
- 2012: Lotterywest Festival Opening: *Place des Anges* held at Council House and surrounding buildings, Perth, Western Australia on Saturday 11 February 2012.
- Place des Anges* will be performed by French company Les Studios de Cirque de Marseille. 15 angels will fly through tunnels of light, leaving a blizzard of white feathers in their wake.
- The 2013, 2014 and 2015 opening events have not been confirmed as yet but the Event Holder will need to seek Eventscorp approval and agreement before funding is released and announcement is made.
- Item 3** : **Term**
- From the date of execution of this Agreement to a date which is 90 days after both parties have each properly performed their respective obligations under this Agreement.
- Item 4** : **Payment of Sponsorship Funding**
- 2012: plus GST
2013: plus GST
2014: plus GST
2015: plus GST
- Item 5** : **Manner of payment of Sponsorship Funding on completion of Milestones.**

2012 Event

Amount	Milestones
(a)	The execution of this Agreement by both parties.
(b)	On Tourism WA sighting the signed performance agreement with Les Studios de Cirque de Marseille.
(c)	On receipt of written confirmation from the Festival that <i>Place des Anges</i> has commenced being advertised by 11th November 2011.
(d)	On delivery to Tourism WA of the: <ul style="list-style-type: none"> • Event Budget • Marketing Plan • Communications Plan • Operations Plan • Risk Management Plan all of which shall be delivered to Tourism WA by 11th November 2011.
(e)	After the performance of <i>Place des Anges</i> at the Festival Opening.
(f)	On delivery to Tourism WA of the Final Event Report and audited accounts no longer than 90 days after the final day of the Event.
	TOTAL

2013 - 2015 Event

Amount	Milestones
(a)	On approval (by Tourism WA) on the proposed performance for the opening event of the Perth International Arts Festival for the year of the Event.
(b)	On Tourism WA sighting the signed performance agreement with the international arts company.
(c)	On receipt of written confirmation from the Festival that the opening event has commenced being advertised by 11th November the year prior to the Event.
(d)	On delivery to Tourism WA of the: <ul style="list-style-type: none"> • Event Budget • Marketing Plan • Communications Plan • Operations Plan • Risk Management Plan all of which shall be delivered to Tourism WA by 11th November the year prior to the Event.
(e)	After the performance of the agreed show at the Festival Opening.
(f)	On delivery to Tourism WA of the Final Event Report and audited accounts no longer than 90 days after the final day of the Event.
	TOTAL

Item 6 Number of Invitations and Tickets

- provide 25 places at the pre Event opening function and post Event opening function (venues tbc);
- provide Eventscorp with 10 invitations to each Program Launch, Lotterywest Festival Films Launch and the Sponsor and Media Garden Party;
- provide complimentary A reserve tickets to select 2012, 2013, 2014 and 2015 Festival events to the value of _____ of which 75 tickets will include complimentary corporate hospitality (minimum 20 guests per function);
- should the opening event ever be ticketed, provide 25 VIP tickets for the Event.

Sponsorship Agreement

Execution

Executed as Deed

Date:

Signed by Kate Lamont,)
Chairman of the Western)
Australian Tourism Commission)
as a Delegate of the Commission)
under section 23 of the Western)
Australian Tourism Commission)
Act 1983.

28/11/11
Date

Signed for and on behalf of THE UNIVERSITY
OF WESTERN AUSTRALIA by its authorised
story:

Signature Julian Donaldson
General Manager
Perth International Arts Festival

Witness Signature

TARA DAVY

Name (please print)

Witness Name (please print)

Position (please print)

30/11

Date

APPENDIX A

Eventscorp Logo



APPENDIX B

Event Logo

