

Commercial Contract

EVENT SPONSORSHIP AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

D3. EVENT SPONSORSHIP AGREEMENT

THIS EVENT SPONSORSHIP AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];
(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Sponsor", which expression shall, wherever the context so provides, include its heirs, assigns, nominees, agents and successors-in-interest).

(The Business and the Sponsor are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Business is conducting an event regarding [insert description of event] (as more particularly described in Schedule 1 to this Agreement, and hereinafter referred to as the "Event") for the purpose of [insert description of purpose of event].

AND WHEREAS the Sponsor wishes to sponsor the Event.

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. DATE AND TIME

The Event shall take place from [insert time] to [insert time] on [insert date(s)].

2. SPONSOR FEE

(1) The Sponsor shall pay an amount of Rs. _____/- (Rupees _____) (insert amount) to the Business.

(2) The Service Fee shall be payable by the Sponsor to the Business on or before [insert date] through a pay order in the name of [insert name].

3. BUSINESS' OBLIGATIONS

(1) The Business shall chair the Event and shall be responsible for all logistics, including the extension of invitations to the attendees.

(2) The Business shall provide the Sponsors with the opportunity to present at the Event.

(3) The Business shall provide the Sponsor with a booth at the location of the Event in which the Sponsor may share its product information with the attendees.

(4) The Business shall display the Sponsor's logo on the Event banner.

(5) The Sponsor's logo shall also be placed on the Business' web page which outlines the Event details.

4. SPONSOR'S OBLIGATIONS AND REQUIREMENTS

(1) The Sponsor shall pay the Sponsor fee and provide its corporate logos to the Business for inclusion on the Event webpage.

(2) The Sponsor shall provide all product information for display at the booth at the location of the Event.

(3) In order for a Sponsor to be selected to present at the Event, the following process must be followed:

i. The Sponsor shall submit an abstract to the Business on or before [insert date] of no more than [insert number of words] words.

ii. The Sponsor shall submit a draft PowerPoint presentation, based on its previously submitted abstract, to the Business on or before [insert date].

iii. The Event Committee shall consider the draft presentation for selection, and

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

- if chosen, the Sponsor must submit the final PowerPoint presentation by [insert date].
- iv. The Sponsor shall make all revisions required by the Event Committee.
 - (4) The Sponsor acknowledges that there are limited opportunities for presenting at the Event, and all requests to present may not be accepted.
 - (5) The Sponsor acknowledges that decisions regarding selection of the presenters are subject to change at any time.
 - (6) In addition to the terms of Clause 4, the Sponsor also agrees to comply with the general terms and conditions of the Event, and follow the Code of Conduct with respect to the Event as provided by the Business.

5. SPONSOR TRADEMARKS/SPONSOR MATERIALS

Sponsor grants to the Business the right to use the Sponsor's presentation materials, trademarks, trade names, and logo designs, and business descriptions as prepared and delivered to the Business by the Sponsor (hereinafter collectively referred to as the "Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed in conjunction with the Event and in accordance with Sponsor's reasonable trademark usage guidelines.

6. INDEMNITY

- (1) The Business shall not be responsible for any loss of or damage to property of the Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of the Business, its officers, and/or employees.
- (2) The Sponsor shall indemnify, defend, and hold harmless the Business from and against any claims arising out of, or relating directly or indirectly to, use of the Sponsor's trademarks and logos, and Sponsor Materials.
- (3) Each Party shall give the other Party prompt written notice of any claim or suit coming within the purview of these indemnities.

7. LIMITATION OF LIABILITY

Except with respect to Clause 6, in no event shall either Party be liable to the other Party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

8. REPRESENTATIONS

Each party hereby represents and warrants that it has the full power to enter into

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

and perform according to the terms of this Agreement.

9. TERMINATION

(1) TERMINATION BY THE BUSINESS

- i. The Business shall be entitled to cancel the Event and terminate this Agreement at any time for any reason.
- ii. In the event that the Business terminates this Agreement for any reason other than the Sponsor's default, the Business shall refund any fees received from the Sponsor, and at the Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by the Sponsor to the Business for the Event.

(2) TERMINATION BY SPONSOR/EFFECT OF TERMINATION

- i. The Sponsor may terminate this Agreement for breach of any term of this Agreement by the Business after giving the Business at least [insert number] days prior written notice specifying the nature of the breach, and giving the Business no less than [insert number] days to cure such breach. In the event such breach remains uncured at the end of the [insert number] day notice period, this Agreement shall terminate on the [insert number]th day. If the breach occurs fewer than [insert number] days prior to the Event, the Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
- ii. If the Business terminates this Agreement for the Sponsor's breach, the Business shall retain any fees received from the Sponsor.
- iii. Any equipment, materials and hardware or software of the Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.
- iv. If the Sponsor terminates the Event for the Business' breach, the Sponsor shall be entitled to a full refund of any fees paid and for the return of any equipment, materials and hardware or software of the Sponsor.

10. SURVIVAL

In the event of termination or expiration of this Agreement, paragraphs 6 and 7 shall survive.

11. RELATIONSHIP

The Parties to this Agreement acknowledge and agree that this Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties.

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

12. CONFIDENTIALITY

- (1) Each Party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other Party that the disclosing Party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement.
- (2) Each Party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving Party or [insert number] years following termination of the Agreement.

13. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

14. FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

15. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

16. ASSIGNMENT

Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without prior express written consent of the other party.

IN WITNESS WHEREOF, the Parties have set their respective hands on this Agreement at the place, and on the date, mentioned hereinabove.

For and on behalf of
The Business

For and on behalf of
The Sponsor

WITNESS NO. 1

WITNESS NO. 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Event Sponsorship Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

SCHEDULE 1 **DESCRIPTION AND PURPOSE OF EVENT**