



Department for
International Trade

Sponsorship Agreement

DN 374347

**Towards Funding the UN World Cities Exhibition and
Reception in New York on 22 – 26 October 2018 and
Liverpool on 31 October 2018**

Between

(1) DEPARTMENT FOR INTERNATIONAL TRADE

and

(2) Liverpool Vision Ltd

Dated 31 October 2018

"Agreement Period"	means the period from the Commencement Date to:
	(a) the End Date; or
	(b) following an Extension, the end date of the Extension
	or such earlier date of termination or partial termination of the Agreement in accordance with the Law or the Agreement.
"Approval" and "Approved"	means the prior written consent of the Sponsor
"Business Day"	means a day which is not a Saturday, a Sunday or a public holiday in England or the United States.
"CCN"	means a change control notice in the form set out in Schedule 3.
"Commencement Date"	means the date set out in paragraph 1.4 of the Form of Contract.
"Commercially Sensitive Information"	means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:
	(a) the Price;
	(b) details of the Company's Intellectual Property Rights; and
	(c) the Company's business and investment plans
	which the Company has indicated to the Sponsor that, if disclosed by the Sponsor, would cause the Company significant commercial disadvantage or material financial loss.
"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA.
	Confidential Information shall not include information which:
	(a) was public knowledge at the time of disclosure otherwise than by breach of section 12;
	(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
	(c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
	(d) is independently developed without access to the Confidential Information.
"Corporate Marks"	means all registered or unregistered intellectual property rights

"Force Majeure Event"	means any event outside the reasonable control of either Party affecting its performance of its obligations under the Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Company or the Staff or any other failure in the Company's supply chain.
"Form of Contract"	means Section 1 of the Agreement
"GREAT CAMPAIGN"	Means the Government's international marketing campaign that showcases the very best of what the UK has to offer in order to encourage the world to visit, study and do business with the UK
"Information"	has the meaning given under section 84 of the FOIA.
"Initial Agreement Period"	means the period from the Commencement Date to the End Date.
"Intellectual Property Rights"	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
"Key Personnel"	means those persons named in the Specification as key personnel.
"Material Breach"	means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Sponsor would otherwise derive from.
"Month"	means calendar month.
"Price"	means the price (excluding any applicable VAT) payable to the Company by the Sponsor under the Agreement, as set out in Schedule 2 for the full and proper performance by the Company of its obligations under the Agreement.
"Prohibited Act"	means: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Sponsor a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; (c) an offence:

- 1.8 References in this Agreement to clauses and Schedules are (unless otherwise expressly stated herein) references to the clauses and Schedules contained in or forming part of this Agreement.
- 1.9 The headings in this Agreement are for convenience only and shall not be used for the purpose of interpreting or construing any of the provisions of this Agreement.
- 1.10 In this Agreement, a reference to a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of signature of this Agreement.
- 1.11 Any phrase introduced by the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 GRANT OF RIGHTS

- 2.1 For the consideration due to the Company under clause 4.1 and subject to the terms of this Agreement, the Company hereby grants to the Sponsor the Sponsorship Rights for exercise solely in respect of the Event.
- 2.2 The Sponsor shall not exercise the Sponsorship Rights in any way or manner that, in the reasonable opinion of the Company, is prejudicial to the image and/or goodwill of the Company or the Event. Similarly, the Company shall not, in delivering the Sponsorship Rights, that, in the reasonable opinion of the Sponsor, is prejudicial to image and/or goodwill of the Sponsor.
- 2.3 All rights and opportunities not expressly granted to the Sponsor under this Agreement are hereby reserved by the Company.
- 2.4 For the avoidance of any doubt, the Sponsor expressly acknowledges and agrees that no rights are granted under this Agreement in relation to any Company activity other than the Event and it shall not have any rights to utilise any Company Materials itself in any of its marketing activities unless previously agreed by both Parties.

3 EXCLUSIVITY

- 3.1 The Sponsor acknowledges and agrees that:
 - 3.1.1 the Company may grant rights to third parties which are the same as or similar to the Sponsorship Rights in relation to the Event; and
 - 3.1.2 the Company may grant any sponsorship and marketing rights to third parties for use during the Term in relation to the Company's wider activities.

4 PAYMENT

- 4.1 In consideration of the Sponsorship Rights granted on the terms of this Agreement, the Sponsor shall pay the Company the Sponsorship Fee as described within Schedule 2 – Payment Schedule.
- 4.2 The Sponsor shall also support the Company with its initiatives linked to the Event (including but not limited to connecting the Company to appropriate contacts around

- 5.1.7 provide (at the Sponsor's cost) to the Company all artwork and materials as may reasonably be required by the Company in order for the Company to fulfil its obligations hereunder, including the Trade Marks, in such format and within such timescales as may be reasonably specified by the Company from time to time; and
- 5.1.8 not, and shall ensure that it shall not, make any defamatory statements about the Company, the Event, the team or any team members or undertake any activities or permit or suffer any activities to be undertaken which are detrimental to the name, image or reputation of the Company, the Event, the team or any team members.

The Company

- 5.1.9 The Company will ensure that the sponsorship requirements set out in Schedule 1 are duly carried out to the satisfaction of the Sponsor.

6 TRADE MARKS AND OFFICIAL COMPANY LOGOS

- 6.1 The Sponsor hereby grants the Company a non-exclusive, non-transferable, royalty-free right to use the Trade Marks in relation to the Event in accordance with and for the purposes of the implementation of this Agreement.

- 6.2 **Company Materials**

The Sponsor acknowledges that all Intellectual Property Rights and goodwill associated with the Company Materials shall be owned by the Company both during and after the Term. The Sponsor undertakes to use its reasonable endeavours at the Company's cost to assist the Company in protecting the Company Materials and not to do or cause or permit anything to be done which may endanger the Company Materials or the title thereto of the Company.

- 6.3 **Trade Marks**

- 6.3.1 The Company acknowledges that all Intellectual Property Rights and goodwill in the Trade Marks shall be owned by the Sponsor both during and after the Term. The Company undertakes to use its reasonable endeavours at the Sponsor's cost to assist the Sponsor in protecting the Trade Marks and not to do or cause or permit anything to be done which may endanger the Trade Marks or the Sponsor's title thereto and without prejudice to the generality of the foregoing, the Company undertakes that:

- 6.3.1.1 it will use the Trade Marks only as permitted pursuant to this Agreement;

- 6.3.1.2 it will not use any of the Trade Marks together or in close conjunction or in combination with any other marks, names, words, logos, symbols or devices other than as permitted under this Agreement (including any exploitation of the Sponsorship Rights) without the prior written approval of the Sponsor (not to be unreasonably withheld or delayed);

- 7.3.3 all registrations/ applications of the Trade Marks are valid and subsisting and all renewal and other fees in respect thereof have been paid up to and including the date hereof and will continue to be paid throughout the Term;
- 7.3.4 the use by the Company of the Trade Marks in accordance with the terms of this Agreement does not and will not infringe the Intellectual Property Rights or other rights of any third party.
- 7.4 The Sponsor shall indemnify, defend and hold the Company harmless, on demand, from and against any and all actions, causes of action, claims, damages, liabilities, losses, costs and/or penalties of whatever nature or kind which arise out of or are in connection with:
 - 7.4.1 any third party intellectual property claim, cause of action or demand against the Company arising out of the Company's use of the Trade Marks in accordance with this Agreement;
 - 7.4.2 any third party intellectual property claim, cause of action or demand against the Company arising out of the unauthorised use by the Sponsor of the Company Materials.

8 FORCE MAJEURE

- 8.1 Neither party is liable for failure to perform, or delay in performing, any of its obligations (other than an obligation to make any payment) under this Agreement insofar as the performance of such obligations is prevented by Force Majeure.
- 8.2 Each party shall promptly notify the other party of the occurrence of a Force Majeure event, and shall use its reasonable endeavours to continue to perform its obligations under this Agreement for the duration of such Force Majeure event. However, if any Force Majeure event prevents a party from performing substantially all of its obligations under this Agreement for a period in excess of three (3) consecutive weeks, the other party may then terminate this Agreement by notice in writing to that party. In such circumstances, the Company shall make a payment to the Sponsor of those sums already paid to it by the Sponsor for the period following the date of termination, such payment to be calculated on a pro-rata basis.

9 TERM, TERMINATION AND REMEDIES

- 9.1 This Agreement and the rights and obligations herein shall commence on the date of signature by both parties of this Agreement and shall continue in force until 31 October 2018 unless terminated earlier in accordance with the provisions of this clause 9.
- 9.2 Either party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other:
 - 9.2.1 if the other is in material breach of this Agreement and has not remedied the same (where capable of remedy) within seven (7) days of service of a written notice specifying such breach;
 - 9.2.2 goes into liquidation (except for the purposes of amalgamation or reconstruction) or receivership including administrative receivership or has an administrator appointed or makes any arrangement or composition in satisfaction of its debts with all of its creditors; or

13 LIMITATION OF LIABILITY

13.1 Notwithstanding any of the terms and conditions of this Agreement:

13.1.1 subject to clause 13.1.3, the Company shall not be liable in contract, tort (including negligence) or otherwise for: (i) any indirect or consequential loss arising out of or in connection with this Agreement; or (ii) any loss of business opportunity, revenue and/or profits (whether arising directly or indirectly);

13.1.2 subject to clause 13.1.3, the total aggregate liability of the Company to the Sponsor under or in connection with this Agreement shall not exceed the sum of forty five thousand pounds (£45,000) and

13.1.3 clauses 13.1.1 and 13.1.2 shall not limit or exclude the Company's liability for death or personal injury caused by negligence, for fraudulent misrepresentation or to the extent that such limitation or exclusion is not permitted by any applicable laws.

14 NO PARTNERSHIP

Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement, shall constitute or be deemed to constitute a partnership or joint venture between the parties to this Agreement, or shall constitute either party as the agent, employee or representative of the other.

15 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supercedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

16 AMENDMENTS

This Agreement may only be amended in writing signed by the duly authorised representatives of both Parties under a Change Control Notice as described in Schedule 3.

17 SEVERANCE

The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder. With respect to the invalid term(s) and/or provision(s), the parties shall agree in good faith an amendment to the same to make it valid and legal reflecting as much as possible the parties' original intent.

18 NOTICES

- 24.1.1 it will, and it will procure that its directors, officers, employees, subsidiaries and business intermediaries will, comply with all applicable anti-bribery and anti-corruption laws in any jurisdiction (including the Bribery Act 2010) and all applicable anti-bribery and anti-corruption regulations and codes of practice ("**Anti-Corruption Laws**");
- 24.1.2 it will implement and maintain appropriate policies and procedures designed to ensure, and which are reasonably expected to ensure, compliance by it and each of their directors, officers, employees, subsidiaries and business intermediaries with all Anti-Corruption Laws in relation to its business and the business of any of its subsidiaries; and
- 24.1.3 from time to time, at the reasonable request of the other party, it will confirm in writing that it has complied with its covenants under Clauses 25.1.1 and 25.1.2 and will provide any information reasonably requested by the other party in support of such compliance.
- 24.2 Breach by either party of any of the undertakings in Clause 25.1 shall be deemed to be a material breach of that party's obligations under this Agreement for the purpose of Clause 10.1.1

SCHEDULE 2 – PAYMENT SCHEDULE

Requirement	Total Charges (£)
To provide the services set out in schedule 1 – the Sponsorship Requirement – payable upon satisfactory completion of the event on 31 October 2018.	30,000

EXECUTED by the parties:

SIGNED

for and on behalf of The Company
LIVERPOOL VISION LTD


Signature

06/11/18
Date

SIGNED

for and on behalf of the Sponsor
DEPARTMENT FOR INTERNATIONAL TRADE


Signature

31/10/2018
Date