

Thursday 20 April 2023

**SPONSORSHIP AGREEMENT**

**International Documentary Festival Sheffield**

**and**

**Sheffield DocFest Limited**

**and**

**Department for Business and Trade**

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## Sponsorship Agreement

### Between:

- (1) **International Documentary Festival Sheffield** (the "Charity"); a charitable incorporated organisation whose registered office address is at The Workstation, 15 Paternoster Row, Sheffield, S1 2BX with registered charity number: 1184849;
- (2) **Sheffield DocFest Limited** (the "Trading Subsidiary") whose registered office address is at 15 Paternoster Row Sheffield S1 2BX and
- (1) **Department for Business and Trade** (the "Sponsor") whose registered office address is at: 3 Whitehall Place, London, SW1A 2AW.

### Background

- (A) The Sponsor wishes to support the Charity and sponsor Sheffield DocFest 2023, an event organised by the Charity. In return for such sponsorship the Trading Subsidiary is willing to provide the Sponsor Benefits.
- (B) The Sponsor will pay a Fee to the Trading Subsidiary.
- (C) The Trading Subsidiary is wholly owned by the Charity.

### 1. Definitions

In this Agreement the following words and phrases shall have the following meanings unless the context requires a different meaning:

**"Charity Brand Guidelines"** means such generally applicable brand guidelines as are adopted by the Charity and shared with the Sponsor as amended from time to time;

**"Charity Logo"** means the Charity's Logo as set out in Appendix 2;

**"Charity Materials"** all the publicity and promotional materials produced by or on behalf of the Charity and / or the Trading Subsidiary to be used in connection with the Event, including any materials specified in Appendix 1;

**"Charity Name"** means "International Documentary Festival Sheffield", "Doc Fest", and "DocFest" registered as a trade mark in Class 41 and under registered number UK00003357019;

**"Commercial Participator Legislation"** means the Charities Act 1992 (as amended) and the Charitable Institutions (Fund-Raising) Regulations 1994;

<b>"Event"</b>	means Sheffield DocFest 2023 event organised by the Charity and supported by the Sponsor;
<b>"Fee"</b>	means <span style="background-color: black; color: red;">Text Redacted</span> plus VAT;
<b>"Sponsor Benefits"</b>	means the benefits to be provided by the Trading Subsidiary to the Sponsor during the Sponsorship Period as specified in Appendix 1, which includes (for the avoidance of doubt) the distribution and production of the Charity Materials;
<b>"Sponsor Logo"</b>	means the logo of the Sponsor set out in Appendix 3;
<b>"Sponsor Materials"</b>	all the publicity and promotional materials produced by or on behalf of the Sponsor to be used in connection with its sponsorship of the Event, and/or its support of the Charity including any materials specified in Appendix 1;
<b>"Sponsor Name"</b>	means <b>Department for Business and Trade</b> ;
<b>"Sponsorship Period"</b>	means the period 20 April 2023 to 30 June 2023 inclusive; and
<b>"Territory"</b>	means the United Kingdom of Great Britain and Northern Ireland.

1.1. In this Agreement, where the context so requires, the singular includes the plural and vice versa.

1.2. In this Agreement, references to statutory provisions include any provisions that amend, replace or supplement them.

## 2. **Obligations of the Sponsor**

2.1. In return for receiving the Sponsor Benefits, the Sponsor agrees that it shall:

### **Fee**

2.1.1. pay the Fee to the Trading Subsidiary in full within 30 days of receipt of an invoice.

### **Materials**

- 2.1.2. obtain, and procure that its employees and agents obtain, the prior written approval of the Trading Subsidiary (which approval shall not be unreasonably withheld or delayed) before making public any Sponsor Materials bearing the Charity Name and/or Charity Logo;
- 2.1.3. without prejudice to clause 2.1.2 comply at all times with the Charity Brand Guidelines in connection with uses of the Charity Name and/or Charity Logo.

#### **Representation**

- 2.1.4. not represent that the Charity or the Trading Subsidiary endorse or approve the Sponsor or any of the products, activities or services of the Sponsor;
- 2.1.5. not do anything which damages or is likely to damage the reputation of the Trading Subsidiary or the Charity or the Charity Name or Charity Logo, nor carry out any activities inconsistent with the charitable objects of the Charity, or which could adversely affect the fundraising activities of the Charity or the Trading Subsidiary or its or their relations with members, donors or other persons;
- 2.1.6. not in connection with this Agreement, do anything which would make the Sponsor a "commercial participator" under the Commercial Participator Legislation. For the avoidance of doubt, this includes, (but is not limited to) carrying out any marketing or other promotion which expressly or impliedly represents that the Sponsor will give money or other property to the Charity or the Trading Subsidiary.

#### **Complaints**

- 2.1.7. notify the Trading Subsidiary promptly (within 5 working days) of any complaint received by the Sponsor which relates to the Charity and / or the Trading Subsidiary, any aspect of the Event or any other event or activity promoted by the Sponsor and/or the Charity and/or the Trading Subsidiary in connection with this Agreement.

#### **Licence of the Charity Name and Charity Logo**

- 2.2. In return for the Fee, the Trading Subsidiary grants the Sponsor a non-exclusive, royalty-free, non-transferable licence to use the Charity Name and Charity Logo in the Territory for the Sponsorship Period for the purpose of producing the Sponsor Materials.

#### **3. Cancellation**

- 3.1. If the Event is cancelled or postponed:
  - 3.1.1. due to the actions of any person other than the Charity or the Trading Subsidiary, or due to a Force Majeure Event, the Sponsor shall not be entitled to any refund of the Fee or any part of it as a result of such cancellation or postponement; and
  - 3.1.2. the Trading Subsidiary shall (at its sole discretion, acting reasonably) consider alternative Sponsor Benefits which it shall discuss and agree with the Sponsor.

#### **4. Intellectual Property**

- 4.1. Each party shall retain ownership of all intellectual property rights in its own name, logo and other trade marks. The Charity shall retain ownership of all intellectual property rights in the Charity Materials.
- 4.2. The Sponsor grants the Trading Subsidiary, or shall procure the direct grant to the Trading Subsidiary of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Sponsor Name and Sponsor Logo in the Territory for the purpose of providing the Sponsor Benefits during the Sponsorship Period and warrants that the use of the Sponsor Name and Sponsor Logo by the Trading Subsidiary for this purpose shall not infringe the rights including any intellectual property rights of any third parties.
- 4.3. The Sponsor shall indemnify the Charity and the Trading Subsidiary against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Trading Subsidiary and / or Charity arising out of or in connection with any claim brought against the Charity for actual or alleged infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the use by the Trading Subsidiary and / or Charity of the Sponsor Name and/or Sponsor Logo under this Agreement. This Clause 4.3 shall survive termination of the Agreement.

## **0. Disputes**

- 5.1. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, who have authority to settle any dispute.
- 5.2. If the parties are unable to settle any dispute by negotiation within 21 days any party may refer the dispute to the Centre for Effective Dispute Resolution ("CEDR") for mediation in accordance with the CEDR's model mediation procedure for the time being in force.
- 5.3. Nothing in this clause shall be construed as prohibiting a party from taking legal proceedings to court or applying to a court to recover money owed in connection with this Agreement.
- 5.4. This clause shall not apply after a notice of termination has been served in accordance with clause 7.

## **1. Force Majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**").

## **2. Duration and Termination**

- 7.1. This Agreement shall last for the Sponsorship Period unless terminated earlier by any party as provided in the following provisions of this clause.

- 7.2. Without limiting their other rights or remedies, both the Trading Subsidiary and the Charity have the right to terminate this Agreement either jointly or individually with immediate effect (or on such notice as either party thinks fit) by giving written notice to the Sponsor if:
- 7.2.1. the Sponsor, its servants or agents or licensees do anything which in the opinion of either the Charity or the Trading Subsidiary:
- (a) damages or is likely to damage the reputation of the Charity and / or the Trading Subsidiary or the Charity Name or Charity Logo in any way; or
  - (b) is inconsistent with the charitable objects of the Charity or could significantly adversely affect its fundraising activities or its relationship with its members, donors or others;
- 7.2.2. the Sponsor fails to pay in accordance with clause 2.1.1 any sum due; or
- 7.2.3. a Force Majeure Event occurs which results in the Trading Subsidiary having to cancel the Event.
- 7.3. The Sponsor may terminate this Agreement with immediate effect (or on such notice as it thinks fit) by written notice to the Trading Subsidiary and the Charity if the Charity and / or the Trading Subsidiary, does anything which in the reasonable opinion of the Sponsor damages the reputation of the Sponsor.
- 7.4. Any party may terminate this Agreement by giving notice to the other parties at any time if:
- 7.4.1. any other party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 7.4.2. any other party provides any documents or information to it which are misleading or falsified;
- 7.4.3. any other party repeatedly breaches any of the terms of this Agreement;
- 7.4.4. any other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 7.4.5. there is a change of control of any other party; or
- 7.4.6. any other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 7.5. Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 8. Costs**

Each party shall bear its own costs incurred in relation to this Agreement and the Event, regardless of whether the Event takes place.

## **9. Consequences of Termination**

- 9.1. On termination of this Agreement or at the end of the Sponsorship Period, whichever is the sooner, the Sponsor shall (unless the Trading Subsidiary agrees otherwise in writing) immediately cease using (and on the Trading Subsidiary's direction either destroy or return) all promotional and other material (including but not limited to the Sponsor Materials) bearing the Charity Name and/or Charity Logo.
- 9.2. On termination of this Agreement or at the end of the Sponsorship Period, whichever is the sooner, the Charity and the Trading Subsidiary shall (unless the Sponsor agrees otherwise in writing) immediately cease using (and on the Sponsor's direction either destroy or return) all promotional and other material bearing the Sponsor Name and/or Sponsor Logo.
- 9.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 9.4. The parties' obligations of confidentiality under this Agreement shall survive for the period of five years from the date of termination of this Agreement, however it is terminated.

## **10. Confidentiality**

- 10.1. Each party undertakes that it shall not at any time, without prior written consent, disclose to any person any confidential information concerning the business, affairs, customers, clients, supporters, beneficiaries or suppliers of the other party except as permitted by Clause 10.2.
- 10.2. Each party may disclose the other party's confidential information:
  - 10.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 10; and
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **11. Limitation of Liability**

- 11.1. Nothing in this Agreement shall limit or exclude any party's liability for:
  - 11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 11.1.2. fraud or fraudulent misrepresentation; or

11.1.3. any other liability which cannot be limited or excluded by applicable law.

11.2. Subject to Clause 11.1:

11.2.1. Neither the Charity nor the Trading Subsidiary shall have any liability to the Sponsor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;

11.2.2. the entire combined liability of both the Charity and the Trading Subsidiary, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Fee.

11.3. Subject to Clause 11.1:

11.3.1. the Sponsor shall not have any liability to the Charity and the Trading Subsidiary, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement

11.3.2. the entire combined liability of the Sponsor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Fee.

## **12. Entire Agreement and Variation**

12.1. This Agreement is the exclusive statement of the agreement between the parties in relation to the Sponsor's support of the Event, the organisation of the Event and the uses of the Charity Name and Charity Logo and Sponsor Name and Sponsor Logo. This Agreement supersedes all previous communications, representations, arrangements and agreements between the parties in relation to those matters.

12.2. No party has relied on (and hereby waives all right to make a claim in respect of) any representation, arrangement, understanding or agreement not expressly set out in this Agreement.

12.3. No variation of this Agreement shall be effective unless agreed in writing signed by or on behalf of the parties.

12.4. This Agreement includes the Appendices but if there is any discrepancy between the terms of the Appendices and the terms of the main body of this Agreement, the terms of the main body of this Agreement shall prevail.

## **13. Notices**

13.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

13.1.1. delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office; or

13.1.2. sent by email to the following address:

(a) Sponsor: **Text Redacted**

(b) Charity: **Text Redacted**

(c) Trading Subsidiary: **Text Redacted**

13.2. Any notice or communication shall be deemed to have been

received: 13.2.1. if delivered by hand, on signature of a delivery receipt; and

13.2.2. if sent by pre-paid first-class post or other next business day delivery services, at 9.00 am on the business day after posting; and

13.2.3. if sent by email, unless there is an immediate bounce back, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

#### 14. **Governing Law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by and shall be construed in accordance with the law of England and Wales.

Signed by

**Text Redacted**

Authorised Signatory

(Print Name) ..... **Text Redacted**

Dated.....20 April 2023 .....

for and on behalf of **International Documentary Festival Sheffield**

Signed by **Text Redacted** Authorised Signatory

(Print Name) ..... **Text Redacted** .....

Dated.....20 April 2023 ...

for and on behalf of **Sheffield DocFest Limited**

Signed by..... **Text Redacted** .....Authorised Signatory

(Print Name) **Text Redacted**

24/4/2023

Dated .....

for and on behalf of **Department for Business and Trade**

1. –

**Sponsor Benefits**

1. **PARTNERSHIP CREDIT**

The Sponsor shall be entitled to receive partnership branding on the following Event assets:

- 1.1. **CATALOGUE:** Department for Business and Trade logo will appear alongside partners within the industry guide for industry delegates, and the Festival catalogue for public audiences;
- 1.2. **EVENT BANNERS:** Department for Business and Trade logo will appear on the Festival's partner and funder banners;
- 1.3. **WEBSITE:** Department for Business and Trade will be credited on the Festival website with a clickable link to the Department for Business and Trade website;
- 1.4. **BRANDING IN CINEMAS:** Department for Business and Trade logo will appear ahead of 100+ screenings in all cinemas across the 6-day Festival;

2. **INTEGRATED MESSAGING**

Integrated messaging within the messaging to successful MeetMarket and Alternate Realities Talent Market producers to be aware of the support available from DBT.

3. **INTEGRATION WITHIN SWITCHBOARD**

During the Festival representatives of the DBT will be integrated into the Marketplace Switchboard – a walk-up service during the Festival where filmmakers and creatives seek advice. This gives the DBT an opportunity to discuss how it can support UK filmmakers and digital creatives and offers a chance for UK delegates to meet the DBT team in Sheffield.

4. **NAMED PARTNER**

'Official Trade Partner' of Sheffield Doc/Fest at Funder level. At this level, the DBT would also receive advertising space in the industry catalogue and other promotional profile benefits.

5. **FESTIVAL PASSES**

Department for Business and Trade will receive 5 complimentary full festival industry passes, which gives access to 200+ film screenings, an immersive exhibition and summit, all talks and sessions, round table sessions and consultancies, and networking events.

2. - Charity Logo

# Sheffield DocFest

**3. Sponsor's Logo**

***[Insert Sponsor's Logo here]***