

FREE BREAKFAST CLUBS SPONSORSHIP AGREEMENT

DETAILS OF THE PARTIES	
DfE	The Secretary of State for Education
DfE address for notices	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
DfE Account Manager	Name: [Insert contact details] Email: [Insert contact details]
Sponsor	[Insert Sponsor's name]
Sponsor address for notices	[Insert Sponsor's address]
Sponsor Account Manager	Name [Insert contact details] Email: [Insert contact details]
PROGRAMME DETAILS	
Go-Live Date	The date for the launch of the Programme as notified to the Sponsor by DfE in writing with not less than 3 weeks' notice, expected at the date of this Agreement to be 13 October 2025
Programme	DfE's Free Breakfast Clubs programme for breakfast clubs in schools with primary-aged pupils in England for the academic year 2025/2026
Programme Duration	The Go-Live Date until 31 July 2026, unless varied in accordance with this Agreement
Sponsorship Consideration	The provision of food and drink products at a discount (or other preferential terms) to those Schools participating in the Programme, as detailed in Schedule 4
Sponsorship Rights	The right to certain publicity associated with the Programme, as detailed in Schedule 3
SIGNED ON BEHALF OF THE PARTIES	
Signed for and on behalf of the Sponsor	Signed for and on behalf of DfE
Name: [Insert name] [Insert job title]	Name: [Insert name] [Insert job title]
Date:	Date:
Signature:	Signature:

BREAKFAST CLUB SPONSORSHIP TERMS AND CONDITIONS

1 INTERPRETATION

- 1.1 In consideration of the Sponsorship Consideration, DfE grants to the Sponsor the Sponsorship Rights related to the Programme in accordance with these terms and conditions. This Agreement sets out the terms on which the Sponsor agrees to sponsor the Programme.
- 1.2 Defined terms in this Agreement shall have the meaning given to them in the Programme Sponsorship Form (where capitalised) and Schedule 1 (*Definitions*) unless defined elsewhere within these terms and conditions.
- 1.3 This Agreement shall be binding on, and be available to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.4 The headings in this Agreement are for information only and do not affect the interpretation of this Agreement.

2 GRANT OF RIGHTS AND LICENSING

- 2.1 DfE grants to the Sponsor the Sponsorship Rights in the Territory.
- 2.2 None of the rights, entitlements, opportunities or other matters set out in Schedule 3 (*Sponsorship Rights*) will be exclusive to the Sponsor.
- 2.3 In connection with the Sponsorship Rights, DfE will provide the Sponsor with equal prominence to other sponsors of the Programme. Any list of sponsors will, where possible, be in alphabetical order.
- 2.4 The following licensing provisions apply to the Name:
 - 2.4.1 DfE hereby grants to the Sponsor for itself a non-exclusive, royalty-free licence to use the Name solely in relation to the Programme as set out in Schedule 3 (*Sponsorship Rights*) in the Territory for the Term, subject to the terms of this Agreement including the requirement for prior approval as set out in clause 4; and
 - 2.4.2 the Sponsor has no right to sub-license, assign or otherwise dispose of the licence to use the Name including to its Affiliates without DfE's prior written consent, which shall be entirely at DfE's discretion.
- 2.5 The Sponsor hereby grants to DfE a non-exclusive, royalty-free licence to use the Sponsor's Marks in the Territory for the Term solely in relation to the Sponsor's participation in the Programme, subject to the terms of this Agreement including the requirement for prior notification as set out in clause 4.
- 2.6 The Sponsor shall not enter into any commercial or other agreement or arrangement to use or exploit the Sponsorship Rights, or otherwise exploit its association with DfE or the Name in relation to the Programme, beyond the specific Sponsorship Rights set out in this Agreement.
- 2.7 The Sponsor acknowledges and agrees that the Sponsor shall be solely responsible for all costs and expenses that the Sponsor incurs relating to the Sponsor's participation in the Programme and DfE shall have no liability to the Sponsor in respect of the same.

- 2.8 DfE makes no warranty as to the number of Schools that will enter into Breakfast Club Contracts, or the levels of uptake or participation by Schools in the Programme. Schools will not be obliged to purchase products from a Sponsor or by using the Order Mechanism.
- 2.9 The granting of the Sponsorship Rights in connection with the Programme does not oblige DfE to grant any similar sponsorship rights to the Sponsor, or entitle the Sponsor to any preferential treatment, in connection with any other programme, event or policy of DfE, including (without limitation) any subsequent phase of DfE's support for breakfast clubs. The Sponsor shall not seek to use its role as a sponsor of the Programme to canvas or solicit opportunities from DfE outside the Programme.

3 SPONSORSHIP CONSIDERATION

- 3.1 In consideration of DfE granting the Sponsorship Rights, the Sponsor shall provide to DfE and the Schools the Sponsorship Consideration in accordance with this Agreement.
- 3.2 If the Sponsorship Consideration is not received in accordance with this Agreement, DfE reserves the right not to provide, or to cease to provide, any or all of the Sponsorship Rights and/or to terminate this Agreement in writing with immediate effect.
- 3.3 The Sponsor shall ensure that (save to the extent varied as necessary to address the Order Mechanism and the Sponsorship Consideration) all Breakfast Club Contracts are subject to the Sponsor's usual applicable terms of business and the Sponsor shall not impose any unusual or onerous terms on the School in any Breakfast Club Contract.
- 3.4 Unless expressly set out in Schedule 4 or otherwise agreed by DfE in writing, the Sponsor shall make the Sponsorship Consideration available to all Schools. The Sponsor shall not unreasonably prevent, hinder or condition the use by any School of the Order Mechanism or the entry by a School into a Breakfast Club Contract.
- 3.5 Regardless of the details set out in Schedule 4, the Sponsor shall use all reasonable efforts to ensure that:
- 3.5.1 the products it supplies in relation to the Programme under a Breakfast Club Contract comply with the Food Standards;
 - 3.5.2 the Order Mechanism and any other systems to be used by Schools as part of the Programme are easily accessible and straightforward for Schools to use;
 - 3.5.3 delivery of products to Schools is reliable; and
 - 3.5.4 Schools have choice and flexibility on what, when and how they buy products under the Sponsorship Consideration, allowing the Schools to meet their pupils' needs.

4 OBLIGATIONS AND WARRANTIES

Marketing and Promotion

- 4.1 DfE shall use its reasonable endeavours to procure the introduction and operation of the Programme during the Programme Duration, and shall use its reasonable

endeavours to ensure that the Sponsorship Rights are available to the Sponsor for the Programme Duration.

- 4.2 The Sponsor shall not contact Schools directly to promote their involvement in the Programme or to solicit orders via the Order Mechanism without DfE's prior written consent.
- 4.3 The Sponsor shall not engage in joint promotions with any third party in relation to the Programme without DfE's prior written consent.
- 4.4 The Sponsor shall adhere to any Name usage guidelines issued to the Sponsor by DfE at all times when using the Name in relation to the Programme.
- 4.5 The Sponsor shall provide DfE with any reasonable brand guidelines in relation to the use of the Sponsor's Marks. DfE shall use its reasonable endeavours to adhere to any such Sponsor brand guidelines.

Use of Marks

- 4.6 During the Term, subject to clause 4.7, the Sponsor is permitted to use the Name in connection with its involvement in the Programme, but not any other Intellectual Property Rights of DfE (including without limitation DfE's logo).
- 4.7 The Sponsor shall not use the Name or permit the use of the Name in any publicity (including, without limitation, announcing this Agreement) relating to the Programme, or otherwise create or use any materials in connection with the Programme, without the prior written approval of the DfE Account Manager, such approval not to be unreasonably withheld or delayed.
- 4.8 Any Sponsor materials used in connection with the Programme shall comply in all respects with terms of any DfE Account Manager approval, and the Sponsor shall not use any materials in connection with the Programme in a manner that does not comply with the terms of such approval. If DfE determines that any materials are being used by the Sponsor at any time in connection with the Programme in a manner not in accordance with the terms of such approval, DfE may (without prejudice to any other rights DfE may have) require the Sponsor, at the Sponsor's sole cost, to immediately cease use of such materials.
- 4.9 DfE shall notify the Sponsor in advance of its planned use of the Sponsor Marks in its publicity materials related to the Programme ("**DfE Publication Notice**"). The Sponsor shall be deemed to consent to such use unless it notifies the DfE Account Manager otherwise in writing within five (5) Business Days of the date of the DfE Publication Notice (or, in the case of genuine urgency, such earlier date for response as DfE sets out in the DfE Publication Notice).

Legislative Compliance

- 4.10 The Sponsor shall, and shall ensure that all Sponsor Staff and Affiliates, comply with all relevant laws, legislation, regulations and guidance in respect of their obligations under this Agreement, including but not limited to compliance with Bribery Act 2010, Modern Slavery Act 2015, Equalities Act 2010 and the Data Protection Legislation.
- 4.11 The Sponsor shall not, and shall procure that all Sponsor Staff and Affiliates shall not, at any time after the date of this Agreement commit a Prohibited Act in connection with the performance of this Agreement and shall take all reasonable actions to prevent the occurrence of such a Prohibited Act. The Sponsor agrees to promptly report to DfE any Prohibited Act in connection with this Agreement.

Reporting and Notifications

- 4.12 Each Party shall appoint a named representative as their account manager ("**Account Manager**") as set out in the Programme Sponsorship Form to oversee the implementation of this Agreement and the performance of the Party's obligations under this Agreement.
- 4.13 DfE is committed to testing and learning from the Programme. The Sponsor shall proactively and collaboratively engage with DfE in monitoring the engagement and behaviour of Schools in relation to the Programme, and the impact of the Programme, including (without limitation) as set out in Schedule 4 (*Sponsorship Consideration*). The Sponsor hereby grants to DfE a non-exclusive, irrevocable and perpetual right to use any data and management information provided to DfE by the Sponsor pursuant to this Agreement for the purposes of monitoring and planning the uptake, impact and performance of the Programme, informing future sponsorship options and for developing and implementing future policy in relation to breakfast clubs.

Freedom of Information

- 4.14 The parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. DfE shall determine whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA. DfE may consult with the Sponsor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 4.15 Notwithstanding any other provisions of this Agreement, the Sponsor hereby gives its consent for DfE to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Agreement from time to time. The Sponsor shall, without undue delay, assist and cooperate with DfE to enable DfE to publish this Agreement.
- 4.16 The Sponsor acknowledges that DfE is subject to the requirements of the FOIA and EIRS and the Sponsor shall:
- 4.16.1 provide all necessary assistance and cooperation as reasonably requested by DfE to enable DfE to comply with its information disclosure obligations under FOIA and EIRs;
 - 4.16.2 transfer to DfE all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
 - 4.16.3 provide DfE with a copy of all Information belonging to DfE requested in the Request for Information which is in its possession or control in the form that DfE requires within such period as DfE may reasonably specify; and
 - 4.16.4 not respond directly to a Request for Information unless authorised to do so by DfE.
- 4.17 The Sponsor acknowledges that DfE may be required under the FOIA and EIRs to disclose Information (including any commercially sensitive information) without consulting or obtaining consent from the Sponsor. DfE shall take reasonable steps to notify the Sponsor of a Request for Information (in accordance with the Freedom of Information Code of Practice) to the extent that it is permissible and reasonably

practicable for it to do so. DfE shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

Sponsor Warranties

- 4.18 The Sponsor warrants and represents that:
- 4.18.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 4.18.2 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform this Agreement;
 - 4.18.3 it has and will maintain all necessary rights, authorisations, licences and consents to perform its obligations under this Agreement;
 - 4.18.4 in entering into this Agreement, it has not committed or agreed to commit any fraud or Prohibited Act; and
 - 4.18.5 all statements made and documents submitted as part of its application to participate in the sponsorship opportunity, which is the subject of this Agreement, are, and remain, true and accurate.
- 4.19 The Sponsor undertakes and warrants that neither it, or any of its Sponsor Staff or Affiliates, will act in an unprofessional or discourteous manner or cause offence or embarrassment to DfE, a School and/or any Crown Body or any third party involved in the Programme, or otherwise bring DfE, a School, any Crown Body and/or the Programme into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in DfE, Schools and/or any Crown Body.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 In relation to any Intellectual Property Rights the Parties acknowledge as follows:
- 5.1.1 all Intellectual Property Rights in the Sponsor Marks shall be solely and exclusively owned by the Sponsor, and DfE shall not acquire any rights in the Sponsor Marks other than the limited licence granted hereunder; and
 - 5.1.2 all Intellectual Property Rights in the Name shall be solely and exclusively owned by DfE, and the Sponsor shall not acquire any rights in the Name other than the limited licence granted hereunder.
- 5.2 The Sponsor shall not, nor shall it permit or facilitate any third party, to take, or omit to take, any action or cause, suffer or permit anything to be done which threatens, or might threaten, the value of the Name, DfE's title to the Name or DfE's Intellectual Property Rights or the value of the same.
- 5.3 Each Party shall, at the other's reasonable request provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of breach by the other Party of any Intellectual Property Rights relating to this Agreement.

- 5.4 The Sponsor shall notify DfE of any suspected infringement of the Name, or of any threatened or actual unauthorised use, or any misuse of DfE's Intellectual Property Rights but shall not take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by DfE.

6 CANCELLATION OR CHANGE

- 6.1 DfE reserves the right at any time to cancel or change the Programme for any reason. DfE shall notify the Sponsor of the cancellation or change as soon as possible.
- 6.2 For the purposes of this Clause 6, a change may include a change in the Programme Duration or a change of the policy which underlies the Programme ("**Change**").
- 6.3 The Parties agree that DfE shall not be in breach of this Agreement by virtue of any cancellation or Change of the Programme.

Cancellation

- 6.4 If the Programme is cancelled in its entirety prior to commencement, or at any time on or after commencement, the Sponsor shall not be entitled to recover any Sponsorship Consideration given up to the date of such cancellation, either from DfE or any School.
- 6.5 On any date notified by DfE to the Sponsor for the cancellation of the Programme, this Agreement shall automatically terminate.

Change

- 6.6 If there is a Change to the Programme the Parties shall agree in good faith in writing any applicable changes to the Sponsorship Rights as are possible and reasonable in view of the Change together with any consequential amendments to the Sponsorship Consideration. The Sponsor shall not be entitled to recover any Sponsorship Consideration given up to the time of such change, either from DfE or any School.
- 6.7 DfE shall not be liable to the Sponsor for any liabilities, costs, loss of profit or any other benefit in money or kind (including but not limited to anticipated profits and benefits that the Sponsor may have derived from being a Sponsor of the Programme) incurred by the Sponsor as a consequence of the cancellation or Change.

7 TERM AND TERMINATION

- 7.1 This Agreement shall continue for the Term, unless terminated earlier in accordance with the terms of this Agreement. The parties may agree in writing to extend the Term.
- 7.2 Without affecting any other right or remedy available to it, DfE may terminate this Agreement with immediate effect by giving written notice to the Sponsor if:
- 7.2.1 there is a Change of Control of the Sponsor (within the meaning of section 1124 of the Corporate Tax Act 2010); or
 - 7.2.2 the Sponsor ceases or threatens to cease to carry on business or is unable to meet its debts as they fall due; or
 - 7.2.3 the Sponsor does or fails to do anything which damages (or which DfE considers if liable to damage) the reputation of DfE, a School and/or any Crown Body.

- 7.3 Either Party may terminate this Agreement immediately by giving written notice to the other in the event that the other has committed a material breach of any of its obligations under this Agreement and has not remedied any such breach (if capable of remedy) within ten (10) Business Days of being required to do so by written notice.
- 7.4 Upon expiry or termination of this Agreement, the Parties agree that:
- 7.4.1 the Sponsorship Rights under this Agreement shall terminate; and
 - 7.4.2 save as expressly provided in this Agreement, any licences granted pursuant to this Agreement shall immediately cease and the right to use the other Party's Intellectual Property Rights granted pursuant to this Agreement shall immediately cease.
- 7.5 The following Clauses survive the termination or expiry of this Agreement: 1 (Interpretation), 4.13 (Data licence), 7 (Term and Termination), 8 (Limitation of Liability), 9 (Data Protection), 10 (Confidentiality) and 13 (General), and any clauses which are expressly or by implication intended to continue.
- 7.6 Termination or expiry of this Agreement shall not affect:
- 7.6.1 any rights, remedies, obligations or liabilities of the Parties under this Agreement that have accrued up to the date of termination or expiry; or
 - 7.6.2 any Breakfast Club Contracts then in effect, which shall continue in accordance with their terms, including the Supplier's obligations to fulfil any outstanding orders under such Breakfast Club Contracts.

8 LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement shall limit or exclude a Party's liability for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - 8.1.2 fraud or fraudulent misrepresentation.
- 8.2 Subject to the remainder of this Clause 8, under no circumstances shall a Party be liable to the other whether in contract, tort (including (without limitation) negligence) or otherwise for loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of profits or anticipated profits, wasted expenditure or any indirect or consequential losses.
- 8.3 Subject to clauses 8.1, 8.2 and 8.4, each Party's total aggregate liability, whether such liability arises in contract, in tort (including (without limitation) negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Programme, shall be limited to the greater of £1,000 (one thousand pounds) and 100% of the monetary value of Sponsorship Consideration.
- 8.4 The Sponsor shall without limit, indemnify and hold harmless DfE in respect of any claim made against DfE by a third party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with DfE's use of the Sponsor's Marks in accordance with this Agreement.
- 8.5 Each Breakfast Club Contract shall be a separate contract between the Sponsor and the relevant School. DfE shall have no liability to the Sponsor for the performance, or non-performance, by any School of any Breakfast Club Contract. Nothing in this

Agreement shall limit or vary the liability of the Sponsor or any School under or in relation to any Breakfast Club Contract.

9 DATA PROTECTION

- 9.1 The Sponsor shall comply with the Data Protection Legislation and all applicable data protection laws, rules and regulations and binding guidance in connection with its processing of personal data in connection with the Programme.
- 9.2 The Parties shall only provide personal data to each other:
 - 9.2.1 to the extent necessary to perform the respective obligations under this Agreement; and
 - 9.2.2 in compliance with the Data Protection Legislation.
- 9.3 The Sponsor shall notify DfE without undue delay on becoming aware of any personal data breach or suspected personal data breach relating to the Programme.
- 9.4 The Sponsor shall indemnify DfE and keep DfE indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any breach by the Sponsor of its obligations pursuant to the Data Protection Legislation in relation to the Programme.
- 9.5 For the purposes of this clause 9 (Data Protection) “personal data”, “personal data breach” and “processing” shall have the meanings given to them in the UK General Data Protection Regulation.

10 CONFIDENTIALITY

- 10.1 Each Party shall treat in confidence Confidential Information and shall use such Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement.
- 10.2 The Sponsor shall only disclose Confidential Information:
 - 10.2.1 to those of the Sponsor Staff who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and
 - 10.2.2 to the extent that Confidential Information is required to be disclosed by law.
- 10.3 DfE shall only disclose Confidential Information:
 - 10.3.1 to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement;
 - 10.3.2 to the extent that Confidential Information is required to be disclosed by law (including but not limited to under FOIA and/or the EIRs); and
 - 10.3.3 if DfE (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions including where requested by Parliament.

11 NOTICES

- 11.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by email to the email address of the relevant Party indicated in the Programme Sponsorship Form, or such other email address as that

Party may from time-to-time notify to the other Party in accordance with this clause 11 (*Notices*).

- 11.2 Any notice sent in accordance with clause 11.1 above shall be deemed to have been received unless an error message is received (in which case the emailed notice will not be deemed to have been served):

11.2.1 at the time of it being sent if it is sent before 5.00 pm on a Business Day; and

11.2.2 in any other case, at 9.00 am on the next Business Day after the date on which the email was sent.

- 11.3 This clause 11 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12 THIRD PARTY RIGHTS

- 12.1 Subject to clause 12.2 no third parties may use the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of the Agreement. This does not affect third party rights and remedies that exist independently from CRTPA.

- 12.2 DfE enters into this Agreement for its own benefit and for the benefit of the Schools. Each School may enforce any term of this Agreement against the Sponsor.

13 GENERAL

- 13.1 This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior agreements, understandings or arrangement (both oral and written) between the Parties relating to the Programme.

- 13.2 Any variation to this Agreement is only effective if agreed by both parties in writing.

- 13.3 The Sponsor may not assign, sub-license or otherwise transfer any of the Sponsor's rights or obligations under this Agreement without DfE's prior written Agreement.

- 13.4 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 shall be governed by and construed in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

DEFINITIONS

DEFINITIONS	
Affiliate	in relation to the Sponsor, any other entity which directly or indirectly legally controls, is legally controlled by, or is under direct or indirect common control of the Sponsor from time to time;
Agreement	these terms and conditions and the Programme Sponsorship Form to which they are attached;
Breakfast Club Contract	any contract between the Sponsor and any School which is entered into via the Order Mechanism;
Breakfast Club	a breakfast club operating at a School providing breakfast to primary age children as part of the Programme;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London open for business;
Confidential Information	information obtained from or provided by one Party to the other Party pursuant to this Agreement where such information ought reasonably to be considered confidential in nature;
Crown Body	the government of the United Kingdom including (without limitation) government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf (including departmental non-executive directors);
Data Protection Legislation	the UK General Data Protection Regulation, the Data Protection Act 2018 and all applicable data protection laws, rules and regulations and binding guidance;
EIRs	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Regulations;
FOIA	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Food Standards	the school food standards as published by DfE from time to time, the current version of which is available at: https://www.gov.uk/government/publications/school-food-standards-resources-for-schools/school-food-standards-practical-guide ;
Information	has the meaning given under section 84 of the Freedom of Information Act 2002, as amended from time to time;

Intellectual Property Rights	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;
Marks	each or both of the Name and the Sponsor's Marks;
Name	each of: (a) Department for Education; (b) DfE; and (c) Secretary of State for Education;
Order Mechanism	has the meaning given to it in Schedule 4 (<i>Sponsorship Consideration</i>);
Party	a party to this Agreement, being DfE and the Sponsor;
Prohibited Act(s)	to directly, indirectly or otherwise offer, promise or give any person working for or engaged by DfE or associated with the Programme a financial or other advantage to: (a) induce that person to perform improperly a relevant function or activity in connection with this Agreement; (b) to directly or indirectly or otherwise offer, promise or give any person working for or engaged by DfE or associated with the Programme a financial or other advantage to reward that person for improper performance of a relevant function or activity in connection with this Agreement; (c) to directly, indirectly or otherwise 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 this Agreement; or (d) to commit any offence: i. under the Bribery Act 2010; or ii. under legislation or common law concerning fraudulent acts; or iii. defrauding, attempting to defraud or conspiring to defraud DfE; or any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

Request for Information	a request for information relating to this Agreement or the grant of the Sponsorship Rights or an apparent request for such information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
Programme Sponsorship Form	the front page of this Agreement which defines key terms relating to the sponsorship arrangements;
School	a school participating in the Programme as notified to the Sponsor by DfE from time to time;
Sponsor Staff	directors, officers, employees, agents, consultants and contractors of the Sponsor and/or any subcontractor engaged in the performance of the Sponsor's obligations under this Agreement and/or in exercising any of the Sponsorship Rights;
Sponsor's Marks	the marks set out in Schedule 2 (<i>Sponsor's Marks</i>);
Term	the period commencing on the date this Sponsorship Agreement was signed on behalf of DfE until the end of the Programme Duration; and
Territory	the United Kingdom.

SCHEDULE 2

SPONSOR'S MARKS

[Insert]

DRAFT

SCHEDULE 3

SPONSORSHIP RIGHTS

The right to have the Sponsor's Marks and/or the Sponsor's name used in:

- communications and media releases made by DfE as part of the announcement of partners for the Programme; and
- direct communications from DfE to all Schools in which successful partners' offers will be presented.

Such material is anticipated to include:

- DfE public announcements relating to the Programme;
- DfE's Programme press releases, with a potential to provide Sponsor quotes for inclusion in press releases;
- DfE's announcements to Schools (e.g. on DfE's Education Hub);
- Inclusion of Sponsor's Marks and full details of Sponsor's offer in a breakfast clubs "blueprint" document to be issued by DfE to each School;
- Reference in any case studies published by DfE relating to Schools which have taken up the Sponsor's offer; and
- Posts on the DfE's blog on Gov.uk.

DfE gives no commitment as to the volume or nature of any publicity it or any School may issue in relation to the Programme.

Opportunity to use the Name in Sponsor collateral across the Sponsor's internal and external marketing and communications.

- This could include press releases or case studies showcasing Sponsor involvement in the Programme.

Note that any external publicity published by or on behalf of the Sponsor referencing the Programme or using the Name is subject to prior written approval by the DfE Account Manager in accordance with clause 4.

SCHEDULE 4

SPONSORSHIP CONSIDERATION

1. The Sponsor will make available to Schools during the Programme Duration a mechanism to enable Schools to purchase food and drink for Breakfast Clubs on a discounted basis ("**Order Mechanism**") as provided below:
[insert details of operation and value of discount from the Sponsor]
2. The Sponsor shall ensure that the Order Mechanism is available for Schools to use at any time during the Programme Duration.
3. The Sponsor shall not restrict or limit the ability of Schools to utilise the Order Mechanism, provided that the Order Mechanism may only be used for Schools to purchase food and drink for use in Breakfast Clubs.
4. The Sponsor shall collect information and data on purchases via the Order Mechanism. Each month the Sponsor shall provide the following data and management information to DfE (in .xlsx format to be agreed between the Parties):
 - a. Name of Participating School/postcode
 - b. Date of Purchase
 - c. Itemised Summary of items purchased & cost of purchase – retail and post discount
 - d. Indicator if Delivery was used (any cost incurred and standard delivery charge)

Data should be provided in .xlsx format for each month, no later than the 7th day of the following month via DfE.

5. The Account Managers shall meet monthly during the Programme Duration to review the involvement of the Sponsor and Schools in the Programme.