

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made [•] day of [•]

BETWEEN

- (A) **HIGHLANDS AND ISLANDS ENTERPRISE**, established under the Enterprise and New Towns (Scotland) Act 1990 and having its principal office at An Lòchran, 10 Inverness Campus, Inverness, Highland IV2 5NA ("**HIE**"); and
- (B) [•] registered in [•] with company number [•] whose registered office is at [•] (the "**Sponsor**"), each a "**Party**" and, together, the "**Parties**" under this Agreement.

INTRODUCTION

- (1) HIE is staging the A3 Scotland 2024 "Transition to Digital - Fit for the Future" conference (the "**Event**") on 18 and 19 September 2024.
- (2) HIE wishes to provide, and the Sponsor wishes to pay for a sponsorship package for the Event held in 2024 on the terms set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

1.1. In this Agreement, the following expressions shall have the following meanings:

"Agreement"	means this agreement including the Schedule;
"Commencement Date"	means the last date of execution of this Agreement, or where this Agreement is executed in counterpart in accordance with Clause Error! Reference source not found. , the date inserted at the top of page 1 of this Agreement;
"Confidential Information"	means any information that a Party has or acquires before, on or after the Commencement Date that is confidential in nature concerning the other Party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other Party belongs;
"Contract Year"	means a period of twelve (12) months beginning on the Commencement Date and each anniversary of the Commencement Date save that the final Contract Year shall end on the last day of the Term;
"Cancellation Date"	means the date of issue of a Cancellation Notice or where Clause 12.4.1 applies the date of issue of the Postponement Notice;
"Cancellation Notice"	Has the meaning given in Clause 12.1;
"EISRs"	means the Environmental Information (Scotland) Regulations 2004;
"Event Venue"	means, Kingsmills Hotel, Culcabock Road, Inverness IV2 3LP, or such venue within or surrounding Inverness as may be

determined by HIE in its sole discretion (but with advance notice to Sponsor) provided the venue is of no less capacity than the Kingsmills Hotel;

“FOISA”		means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time, together with the Section 60 Code and any other codes of practice issued by the Scottish Ministers under such legislation;
“Group”		means, any of a Party’s associates or subsidiaries, its ultimate parent company and all of its ultimate parent company’s associates or subsidiaries;
“HIE Assets”		has the meaning given in Clause 8.2;
“Information”		shall as the context requires, have the meaning given to that term under section 73 of FOISA and the meaning given to “environmental information under Regulation 2 of EISRs;
“Postponed Event”		has the meaning given in Clause 12.4.1;
“Postponement Notice”		has the meaning given in Clause 12.1.2;
“Recordings”		has the meaning given in Clause 7.1;
“Representatives”		means a Party’s Group companies and the Sponsors, directors, officers, employees, freelancers, agents, investors, advisers (including, without limitation, lawyers, accountants, consultants, financial advisers,), and service providers of such a Party or of any such Party’s Group companies;
“Request for Information”	for	means a request (or an apparent request) under the FOISA or the EISRs for Information which relates directly or indirectly to HIE, and/or to this Agreement and/or to any aspect of the subject matter of this Agreement;
“Sponsor Assets”		has the meaning given in Clause 2.4;
“Sponsorship Artwork”		has the meaning given in Clause 2.4;
“Sponsorship Fee”		has meaning given in Part 1 of the Schedule;
“Sponsorship Package”		has the meaning given in Clause 2.1; and
“Term”		has the meaning given in Clause 5.

2. Sponsorship Package

- 2.1. Subject to, and conditional upon compliance with, the terms of this Agreement, the Sponsor shall receive and HIE shall deliver a sponsorship package for the Event as set out in the Schedule and this Clause 2 (the “**Sponsorship Package**”).
- 2.2. HIE reserves the right to make changes to the Sponsorship Package, if necessary or desirable due to requirements or preferences of the Event Venue. HIE shall communicate all such

changes to the Sponsor and HIE shall use commercially reasonable endeavours to minimise such changes and shall not reduce the value of the Sponsorship Package.

- 2.3. The Sponsorship Package shall be delivered and administered by HIE at such times, by such means, and using such materials, as HIE, acting reasonably, deems appropriate to maximise the awareness of the Event as required by HIE. The Sponsor accepts that, whilst HIE is under an obligation to incorporate the Sponsor's name and logo and to deliver the Sponsorship Package in accordance with Clause 0, it is not under any obligation to otherwise implement or incorporate the Sponsor's suggestions and recommendations with respect to a campaign for the Event. However, HIE shall consider all such suggestions in good faith and work in collaboration with the Sponsor to incorporate and/or implement the Sponsor's suggestions to the extent commercially reasonable.
- 2.4. All assets (including text, graphics, photographs, logos or any other information created by or on behalf of the Sponsor) and whether in print, digital, audio-only, audio-visual or any other form provided by the Sponsor to HIE (the "**Sponsor Assets**") for use in promotional and marketing materials to be produced by HIE as part of the Sponsorship Package (the "**Sponsorship Artwork**"), shall be subject to HIE's approval, not to be unreasonably withheld. The Sponsor shall deliver all Sponsor Assets to HIE for HIE's approval at least 14 days in advance of their intended use and/or within such reasonable alternative timeframe specified by HIE in writing. If HIE does not approve of any Sponsor Assets then the Sponsor has the option to replace the unapproved asset with an alternative approved Sponsor Assets or to amend the unapproved asset, at HIE's cost and in accordance with HIE's reasonable instructions and time frames. Notwithstanding anything to the contrary in this Agreement, HIE will not amend or alter the Sponsor Assets without the prior written approval of the Sponsor, such approval not to be unreasonably withheld.
- 2.5. HIE shall be responsible for the costs associated with the production of the Sponsorship Artwork. Should the Sponsor wish to produce any of its own promotional material the Sponsor shall bear all such associated costs. For the avoidance of doubt, HIE shall not be responsible for any costs associated with the production of the Sponsor Assets.
- 2.6. Following the Event, HIE shall provide to the Sponsor a post campaign analysis which will include statistical data on social media engagement, press coverage and any additional PR surrounding the event.

3. Sponsor Obligations and Acknowledgements

- 3.1. The Sponsor shall provide such Sponsor Assets to HIE as HIE may reasonably require in connection with this Agreement.
- 3.2. The Sponsor shall use its reasonable efforts to support HIE's efforts to promote the Event including promotion of the sale of tickets to the Event.
- 3.3. The Sponsor acknowledges that any and all activity undertaken in accordance with Clause 3.1 shall be subject to such instructions, restrictions and guidelines as HIE may provide to it from time to time.
- 3.4. The Sponsor acknowledges that the Sponsorship Package is non-exclusive and that other organisations may sponsor the Event and in providing the Sponsorship Package the Sponsor's Assets will be featured alongside the logos, names and/or trademarks of other Event sponsors.

4. Payment

- 4.1. The Sponsor shall pay to HIE the Sponsorship Fee for the Sponsorship Package.
- 4.2. The Sponsorship Fee shall be split into [one/two] instalment[s] of £[●] plus VAT upon receipt of an invoice therefor.
- 4.3. All invoices shall be paid within thirty (30) days of the date of invoice.

- 4.4. If the Sponsor fails to make any payment on the due date then, without prejudice to any right or remedy which may also be available to HIE, HIE shall be entitled to recover interest on the amount unpaid at the rate of 3% per annum above the base rate of Bank of Scotland plc, from the time to time. Such interest shall accrue from and including the date that payment fell due until and including the date of actual payment, both before and after judgment.
- 4.5. For the purposes of this Agreement, time of payment shall be of the essence. If payment is overdue for more than sixty (60) days, HIE reserves the right to suspend delivery of all or any part of the Sponsorship Package immediately and without notice. Such suspension shall continue until payment, plus applicable interest, is paid in full.

5. Term

- 5.1. This Agreement shall commence on the Commencement Date and shall, unless or until it is terminated pursuant to Clause 11 below, continue until the Event is staged (the "**Term**"). However, any provisions of this Agreement which are expressly stated or which are otherwise clearly intended to continue beyond expiry or termination shall continue beyond such expiry or termination.

6. Warranties

- 6.1. Each Party warrants to the other that:
 - 6.1.1. it is entitled to enter into and to perform its obligations under and in accordance with this Agreement; and
 - 6.1.2. it shall obtain all usage rights, clearances and licences necessary for the full exploitation by the other Party of the licence granted to it pursuant to Clause 8.1 and 8.2 of this Agreement, respectively.
- 6.2. HIE warrants to Sponsor that:
 - 6.2.1. it shall ensure, all its activities performed pursuant to this Agreement and/or the HIE Assets, comply with, all applicable laws, rules, regulations, decrees and/or official government orders;
 - 6.2.2. it will exercise reasonable care and skill in delivering the Sponsorship Package and producing Sponsorship Artwork and will not do or say anything in connection with the Event which is likely to bring the Sponsor and/or the Event into disrepute or damage the reputation of the Sponsor; and
 - 6.2.3. the HIE Assets when used in accordance with this Agreement do not and shall not infringe any intellectual property rights or other rights of any third party, or be defamatory, offensive or indecent.
- 6.3. The Sponsor warrants to HIE that:
 - 6.3.1. it shall ensure, all its activities performed pursuant to this Agreement and/or the Sponsor Assets, comply with, all applicable laws, rules, regulations, decrees and/or official government orders;
 - 6.3.2. the Sponsor Assets when used in accordance with this Agreement do not and shall not infringe any intellectual property rights or other rights of any third party, or be defamatory, offensive or indecent; and
 - 6.3.3. it shall not do or say anything which is likely to bring HIE and/or the Event into disrepute or damage the reputation of HIE.

7. Recordings

- 7.1. If the Sponsor (having at all times been granted approval to do so) takes photographs or film during the Event (the "**Recordings**"), it shall be the sole responsibility of the Sponsor to obtain all necessary third party clearances and consents required for the Sponsor's intended

exploitation of such Recordings. HIE provides no representations that third parties shall provide such required clearances and consents, and HIE shall in no circumstances be liable to the Sponsor for any third party claims that arise as a result of Sponsor's exploitation of such Recordings, especially if the Sponsor exploits Recordings without having obtained consents and/or if Sponsor fails to comply with conditions or consents.

8. Intellectual Property Rights

- 8.1. The Sponsor hereby grants to HIE a non-exclusive, royalty-free, sub licensable, licence to use, adapt, incorporate, exploit, publish, communicate to the public and otherwise make available by any means and through any channel or medium the Sponsor Assets as required for HIE's fulfilment of its obligations and exercise of its rights under this Agreement.
- 8.2. HIE hereby grants to Sponsor a non-exclusive, royalty-free, sub licensable, licence to use HIE's intellectual property (including names and logos) and all assets (including text, graphics, photographs, digital content and any other information created by or on behalf of HIE and whether in print, digital, audio-only, audio-visual or any other form) as they appear within the Sponsorship Artwork in Scotland (the "**HIE Assets**"), as required for Sponsor's fulfilment of its obligations and exercise of its rights under this Agreement.
- 8.3. All intellectual property and other proprietary rights belonging to a Party shall at all times remain vested in the Party to which they belonged to before commencement of this Agreement and nothing in this Agreement shall be construed as an assignment by either Party of any intellectual property rights or other rights. All original material developed by HIE pursuant to activities performed under this Agreement shall belong to HIE. All Sponsor Assets and any material exclusively developed by the Sponsor shall belong to the Sponsor. Notwithstanding the foregoing, following termination or expiry of this Agreement HIE shall no longer be entitled to use the Sponsor Assets and the Sponsor shall no longer be entitled to use the HIE Assets, save that the Sponsor grants HIE and HIE grants Sponsor a perpetual and royalty-free licence to use the Sponsor Assets and HIE Assets, respectively, as the same may appear within any material delivered as part of the Sponsorship Package, for internal business uses and, subject to the other Party's prior written approval, to promote its services to potential clients.

9. Confidentiality

- 9.1. Each Party undertakes that it shall not at any time during the Term, and for a period of two (2) years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 9.2 and Clause 10.
- 9.2. Each Party may disclose the other Party's confidential information:
 - 9.2.1. to its Representatives 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 Representatives to whom it discloses the other Party's confidential information comply with the obligations set out in this Clause 9 as if they were a Party to this Agreement; and
 - 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. No Party shall use any 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.

10. Freedom of Information

- 10.1. The Sponsor acknowledges that HIE is subject to the requirements of the FOISA and the EISRs. The Sponsor shall:
 - 10.1.1. provide all necessary assistance and cooperation (at the Sponsor's own expense) as reasonably requested by HIE to enable HIE to comply with its obligations under the FOISA and the EISRs;
 - 10.1.2. transfer to HIE all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 10.1.3. provide HIE with a copy of all Information held on behalf of HIE which is requested in a Request for Information and which is in its possession or control in the form that HIE requires within five (5) Working Days (or such other period as HIE may reasonably specify) of HIE's request for such Information; and
 - 10.1.4. not respond directly to a Request for Information unless expressly authorised to do so by HIE and in accordance with HIE's instructions.
- 10.2. HIE shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:
 - 10.2.1. is exempt from disclosure in accordance with the provisions of the FOISA and the EISRs;
 - 10.2.2. is to be disclosed in response to a Request for Information.
- 10.3. The Sponsor shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit HIE to inspect such records as requested from time to time.

11. Withdrawal of Sponsorship Benefits and/or Termination

- 11.1. A Party may terminate this Agreement immediately, on written notice if:
 - 11.1.1. the other commits a material or persistent breach which cannot be remedied or if capable of remedy the Party in breach has not been remedied within thirty (30) days of receipt of notice from the non-defaulting Party specifying the breach and requiring its remedy;
 - 11.1.2. the other becomes insolvent, bankrupt or an order is made or a resolution passed for its liquidation, administration, winding-up, or dissolution; or
 - 11.1.3. the other ceases, or threatens to cease, to carry on its business.
- 11.2. HIE shall have the right to terminate this Agreement, immediately, on written notice if the Sponsor is in breach of the warranty in Clause 6.3.3

12. Cancellation or Postponement of the Event

- 12.1. HIE shall have the right to:
 - 12.1.1. cancel the Event immediately on written notice of its intention (a "**Cancellation Notice**"); or
 - 12.1.2. postpone the Event on written notice of its intention (a "**Postponement Notice**"), being served upon the Sponsor.
- 12.2. Where Clause 12.1.1 applies, HIE shall repay to the Sponsor that percentage of the Sponsorship Fee paid by the Sponsor to HIE up to and including the Cancellation Date as shown in column 2, having regard to when the Cancellation Date occurred, as shown in column 1 the table below:

column 1 Cancellation Date	column 2 Percentage
On or prior to 15 March 2024	100%
Between 16 March and 31 May 2024 (both dates inclusive)	75%
Between 1 and 30 June 2024 (both dates inclusive)	45%
On or after 1 July 2024	zero

- 12.3. If the Cancellation Date is on or after 1 July 2024, HIE shall have no obligation to repay the Sponsorship Fee but the Sponsor may elect to have the Sponsorship Package transferred to a future event staged or hosted by HIE.
- 12.4. Following service of a Postponement Notice by HIE upon the Sponsor pursuant to Clause 12.1.1 where the Postponement Notice is served on or prior to 30 June 2024:
- 12.4.1. if the Sponsor notifies HIE in writing within seven (7) days of the date of the Postponement Notice that it does not wish to have the Sponsorship Package transferred to an alternative event organised or hosted by HIE (the "Postponed Event") HIE shall repay to the Sponsor that percentage of the Sponsorship Fee shown in column 2 in the table in Clause 12.1 having regard to the date of the Postponement Notice and for the purposes of the table in Clause 12.1 and Clause 12.3 the date of the Postponement Notice shall be the Cancellation Date; or
- 12.4.2. if the Sponsor does not serve notice on HIE pursuant to Clause 12.4.1, HIE shall transfer the Sponsorship Package to the Postponed Event.
- 12.5. HIE shall have no obligation to provide the Sponsorship Package where Clause 12.4.1 applies and the Sponsor elects not to transfer the Sponsorship Package to a future event staged or hosted by HIE, or where a Cancellation Notice has been issued by HIE pursuant to Clause 12.1.1.
- 12.6. If the Event is cancelled or postponed pursuant to this Clause 11, the repayment of the Fee (or a percentage of it) or the right to have the Sponsorship Package transferred to a future event staged or hosted by HIE shall be the Sponsor's sole remedy and HIE shall have no further liability to the Sponsor (including but not limited to liability arising from loss of opportunity, loss of profits or loss of reputation) as a result of such cancellation or postponement.
- 12.7. HIE shall have no obligation to repay any element of the Sponsorship Fee or to transfer the Sponsorship Package to a future event staged or hosted by HIE if this Agreement is terminated by HIE pursuant to Clause 11.1 or Clause 11.2.

13. Consequences of Termination

- 13.1. Subject to Clause 12.7, termination of this Agreement shall not affect any accrued rights or liabilities of either Party.
- 13.2. On termination or the expiry of this Agreement:
- 13.2.1. HIE shall cease all delivery and administration of the Sponsorship Package;
- 13.2.2. HIE shall remove all Sponsor Assets from the Sponsorship Package but, provided it does so, it shall not be required to cease delivery and administration of the Event; and
- 13.2.3. each Party shall promptly return to the other all property which belongs to the other which is in its possession or control.

14. Indemnity

- 14.1. The Sponsor shall indemnify and keep indemnified HIE from and against all proceedings, claims, demands, damages, costs, expenses and any other liability whatsoever arising from actual or alleged infringement of a third-party's intellectual property as a result of or in connection with the publication or exploitation of the Sponsor Assets in accordance with the terms of this Agreement.
- 14.2. HIE shall indemnify and keep indemnified the Sponsor from and against all proceedings, claims, demands, damages, costs and expenses and any other liability whatsoever arising from actual or alleged infringement of a third-party's intellectual property as a result of or in connection with the Sponsor's publication or exploitation of the HIE Assets in accordance with the terms of this Agreement.
- 14.3. If a Party wishes to be indemnified against a liability pursuant to this Clause 14, it must:
 - 14.3.1. notify the indemnifying Party promptly of the claim or event giving rise to the right of indemnification (the "Claim"), stating in reasonable detail the nature of the Claim and consult with the indemnifying Party with respect to the Claim;
 - 14.3.2. not make any admission or otherwise act in a manner which compromises or prejudices the defence or settlement of the Claim; and
 - 14.3.3. co-operate, at the indemnifying Party's sole cost, with the reasonable requests of the indemnifying Party in its participation and control of any compromise, settlement or resolution or other disposition of the Claim.

15. Liability

- 15.1. Subject to Clauses 12.6 and 12.7, the liability of each of the Parties under or in connection with this Agreement shall be limited to an amount equal to the Fee. Nothing in this Agreement shall restrict either Party's liability to the other:
 - 15.1.1. in connection with a Party's indemnification obligations hereunder; or
 - 15.1.2. for death or personal injury which arises out of their negligence; or
 - 15.1.3. which cannot be excluded or limited as a matter of law.
- 15.2. Excluding the indemnities provided under this Agreement, neither Party shall be liable to the other, whether in contract, delict (including negligence), for breach of statutory duty or otherwise arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of or corruption to software, or indirect or consequential loss.

16. Entire Agreement and Fraudulent Misrepresentation

- 16.1. This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement.
- 16.2. Each Party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this Clause limits or excludes any liability for fraud or fraudulent misrepresentation.

17. Force Majeure

- 17.1. HIE shall not be liable for a delay or failure in performing any of its obligations under this Agreement, if such delay or failure results from events, circumstances beyond its reasonable control including fire, flood, adverse weather, communicable disease, civil unrest, terrorism, strikes, delays in transportation, failures in utilities.

18. Miscellaneous

- 18.1. Provisions which by their terms or intent are to survive termination of this Agreement will do so.
- 18.2. Nothing in this Agreement is intended to or shall be deemed to establish a joint venture of partnership between the Parties or constitute one Party as the agent of the other Party or authorise either Party to make or enter into commitments for on behalf of the other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of any other party.
- 18.3. This Agreement does not confer a right on any person who is not a party to is to enforce any of its provisions under the Contracts (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 18.4. The Sponsor may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without HIE's prior written consent.
- 18.5. This Agreement may only be varied by written agreement between the Parties.
- 18.6. If any provision (or part thereof) of this Agreement is or becomes illegal, invalid or unenforceable, but would be legal, valid and enforceable if the provision or some part of it was deleted or modified, the relevant provision (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable. Any deletion or modification shall not affect the legality, validity or enforceability of the rest of this Agreement.
- 18.7. Unless otherwise expressly agreed, no delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 18.8. Each Party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 18.9. Any notice given under this Agreement must be in writing and addressed to the Party at its principal place of business (or such other address as that party may have specified to the other Party in writing) and be delivered personally, sent by pre-paid first-class post or recorded delivery.
- 18.10. This Agreement may be executed in any number of counterparts by each of the Parties on separate counterparts. Where executed in counterparts:
 - 18.10.1. this Agreement shall not take effect until all of the counterparts have been delivered; and
 - 18.10.2. delivery will take place when the date of delivery is agreed between the Parties after execution of this Agreement as evidenced by the date inserted on the first page of this Agreement.

18.11. This Agreement and any non-contractual rights or obligations arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland. The Parties agree that the courts of Scotland have exclusive jurisdiction to hear and determine and otherwise settle all and any disputes which arise out of or in connection with this Agreement or its subject matter.

THIS AGREEMENT and the preceding 9 pages together with the Schedule is executed as follows:

SIGNED for and on behalf of

HIGHLANDS AND ISLANDS ENTERPRISE

.....

Name:

Title:

Date:

SIGNED for and on behalf of

[INSERT NAME OF SPONSOR]

.....

Name:

Title:

Date:

**SCHEDULE PART 1
SPONSORSHIP FEE**

**SCHEDULE PART 2
SPONSORSHIP PACKAGE**

In respect of the Event the Sponsor will receive the following Sponsorship Package:

[insert here details of Gold/Silver/Bronze package as appropriate]