Logo

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**SPONSOR ONBOARDING AND MANAGEMENT TOOLKIT**

**TIER 3 & DIRECT SPONSORS**

1. **Overview**
2. **Sponsorship Directive**
3. **Sponsor Management and Reporting**
4. **Events & Sponsor Engagement**
5. **Additional Engagement Opportunities**
6. **Contract Template**

**SECTION 1 - OVERVIEW**

Sponsorship provides a recognised method of non-public funding for sport in the Army. It is regulated and its delivery managed through policy. A new model for the management and control of Army sport sponsorship was agreed by CGS and his Cabal in 2017 requiring greater rigour of arrangements through and by the ASCB. In his recent note to the Army[[1]](#footnote-1), DCGS noted:

*‘The new model was introduced in 2019 and placed the ASCB at the centre of all Army sport sponsorship arrangements with DASCB responsible to ECAB for the assurance of our new process and model. That model is supported by the advice of a market professional, Mongoose Sport and Entertainment Limited (MSE), on contract to the ASCB Trustees through a trading company created for this purpose. MSE are the only organisation approved by the Army to seek sponsorship for us and to provide advice and technical expertise in this area. For the first time, and in addition to our Army Sports Associations and Unions, corps and regimental HQs were also included within the revised model. From 1 Jun 19 therefore Army Sports Associations and Unions, regiments and corps were directed to manage their direct and indirect sponsorship arrangements through the ASCB who provide the governance and assurance of the arrangements that the Army requires. All previous arrangements, particularly those with Team Army/Ethos (now re-branded as Team Forces), have been rescinded. The principles and processes to be adopted from 1 Jun 19 were set out in the Army Sport Sponsorship Directive, issued by DASCB and available on the ASCB website. These principles and processes apply to all involved in Army sport and I would encourage you and your staffs to refresh themselves by re-reading the ASCB Sport Sponsorship Directive’.*

Within the model there are 3 ‘Tiers’ of sponsorship:

***Tier Definitions***

*Tier 1: Financial investment across the sponsorship portfolio >£50,000*

*Tier 2: Financial investment across the sponsorship portfolio £5,000 - £49,999*

*Tier 3: Financial investment across the sponsorship portfolio <£5,000*

Following a recent review of the delivery of sport sponsorship, the ASCB Trustees directed a refinement of the model. Going forward, Sport Secretaries[[2]](#footnote-2) will be responsible for securing, onboarding, and managing Direct Sponsors and Tier 3 sponsors. MSE will manage this process for Tier 1 and Tier 2 sponsors. MSE focus will be on securing larger portfolio sponsors, across multiple sports, and growing existing sponsors to play a more significant role within Army Sport.

While MSE will continue to offer advice and counsel, this document should act as useful reference material for sports secretaries engaged in direct sponsorship relationships and through all stages of the sponsor lifecycle.

**SECTION 2 - ARMY SPORT SPONSORSHIP DIRECTIVE**

The responsibilities for the management of Army sport sponsorship are set out in the ASCB Sport Sponsorship Directive[[3]](#footnote-3). A link to the Directive is here:

[https://armysportcontrolboard.com/wp-content/uploads/2022/05/202204-XXXX\_ARMY\_SPORT\_SPONSORSHIP\_DIRECTIVE\_APR\_22-Final.pdf](https://armysportcontrolboard.com/wp-content/uploads/2022/05/202204-ASCB_ARMY_SPORT_SPONSORSHIP_DIRECTIVE_APR_22-Final.pdf)

The Directive is the authority for sports secretaries (whether within a recognised Army sport association or union or at a regimental HQ) to undertake Direct Sponsorship arrangements.

The process for Direct Sponsorship, and for comparison, for Indirect Sponsorship, are contained within the Directive and set out below for ease of reference:

NEW

EXISTING

SPORT FINDS PROSPECT PARTNER

SPORT MEETS WITH EXISTING SPONSOR CONTACT & SPORT

DECIDE TO CONTINUE TO SUPPORT SPORT

END RELATIONSHIP WITH SPORT

POTENTIAL FUNDING GAP FOR SPORT

DUE DILIGENCE – HQ ASCB

ASCB ADVISE TO IDENTIFY BRAND’S COMMERCIAL OBJECTIVES, REQUIREMENTS AND INTEREST

HQ ASCB & SPORT AGREE REQUIREMENT

SPORT & SPONSOR AGREE DEAL AND SIGN CONTRACT

SPORT CONFIRM AVAILABLE ASSETS

SPORT BUILD A NARRATIVE FOR ITSELF AND THE POTENTIAL SPONSOR

SPORT AGREE THE VALUE EXCHANGE WITH SPONSOR

SPORT MANAGE, DELIVER SPONSORSHIP WITH REGULAR REVIEWS

GO TO NEW DIRECT /INDIRECT PROCESS OR ASCB CF PAYMENT

SPORT

SUBMIT DRAFT CONTRACT TO HQ ASCB FOR GOVERNANCE & POLICY APPROVAL

FORWARD COPY OF CONTRACT TO HQ ASCB

ASCB CF

**DIRECT SPONSORSHIP – PROCESS MAP**

SPORT REGISTERS WITH HMRC/TAXATION ADMINISTRATION

ASCB CF TARGETING (SECTORS & BRANDS)

**INDIRECT SPONSORSHIP – PROCESS MAP**

NEW SPONSORS

EXISTING SPONSORS

ASCB CF FIND PROSPECT PARTNER

ASCB CF MEET WITH EXISTING SPONSOR CONTACT & SPORT

DECIDE TO CONTINUE TO SUPPORT ARMY SPORT

END RELATIONSHIP WITH SPORT

POTENTIAL FUNDING GAP FOR SPORT

HQ ASCB & SPORT AGREE REQUIREMENT

DUE DILIGENCE – HQ ASCB

ASCB CF & SPONSOR AGREE DEAL AND SIGN CONTRACT

ASCB CF MEET TO DISCUSS BRAND’S COMMERCIAL OBJECTIVES, REQUIREMENTS AND INTEREST

ASCB CF CONFIRM AVAILABLE ASSETS WITH SPORTS

ASCB CF BUILD A NARRATIVE FOR BOTH SPORTS AND THE POTENTIAL SPONSOR

ASCB CF AGREE THE VALUE EXCHANGE WITH SPONSOR & SPORT

SPORT MANAGE, DELIVER SPONSORSHIP WITH REGULAR REVIEWS

GO TO NEW PROCESS OR ASCB CF PAYMENT

SPORT

ASCB CF

ASCB TRADING – OPERATE ACCOUNTS/TAXATION

**SECTION 3 - SPONSOR MANAGEMENT & REPORTING**

Building a good sponsor relationship across the term of the agreement will help drive renewals and demonstrating value to the sponsor should drive increased sponsorship fees in the future.

**Tips of Building a Relationship:**

* Engage regularly with the main point of contact to build and maintain personal relationships with the sponsor.
* Send regular updates/ Newsletters including key results or moments in the sporting calendar so that the sponsor is engaged with the sport and the athletes participating.
* Deliver open communication channels and offer regular status meetings.
* Understand the reasons behind the sponsorship and look to help enhance these areas. Each sponsor will have a unique reason for investing in Army Sport, e.g. Soldier engagement / Content opportunities, Employee engagement, Brand visibility etc
* Be proactive and offer added value opportunities to the sponsors and employees such as Taster Events, invites to the Army Sports Awards etc (if appropriate).
* All sponsors regardless of their size believe they are the most important and require a similar amount of client management!

**Tips on Delivering Value:**

* Determining the success criteria for a sponsor at the beginning of their sponsorship journey is very important so that the contractual assets reflect their ambitions and can deliver value for their investment.
* Once agreed, keeping a log on the agreed rights is important to make sure that your sport is delivering on the contract.
* An asset log is a good way of keeping track of what assets have been delivered and what rights are yet to be fulfilled. By the end of the term the contractual assets should be delivered as per the contract, or if renewal conversations are having in advance of the final date, then a plan should be in place for the remaining time.
* Image 1 below is an example of an asset log template for your use



**Tips on Demonstrating Value:**

* Demonstrating (and shouting about) the value that a sponsor receives from an Army Sport sponsorship is vital for a long-term success.
* Reporting is an important part of sponsor management, not only to demonstrate the value they are receiving from their investment but to highlight any rights that have not been used by the sponsor or areas of priority that may not have been obvious during the initial contracting period.
* Reporting should be undertaken regularly, but certainly after any hero events that the sponsor is involved in and at the end of the season / year.
* The asset log can also act as a reporting template that can be used to communicate with sponsors and shape future years /seasons.
* A good level of reporting will aid renewal conversations, not only on the asset allocation but to help drive the investment further going forward.

***THE SIGN OF A GOOD SPONSORSHIP DEAL IS NOT SECURING THE INTIAL CONTRACT, BUT THE RENEWAL OF A SUBSEQUENT TERM DEMONSTRATING SUCCESS.***

**SECTION 4 - EVENTS & SPONSOR ENGAGEMENT**

A great way to engage your sponsors is to invite them to the events or competitions themselves so they see the athletes compete first-hand. Sponsors are always invited to the bigger fixtures or events with full guest schedules but there are also opportunities to invite sponsors to smaller events. These types of events could be classed as “Taster Events”, either inviting sponsors to attend to watch the action, or if appropriate for the sport, then sponsors and interested and able employees could perhaps be invited to participate (e.g. Triathlon, Cycling). If you decide to put on a taster day, then it is important to plan the day carefully to keep sponsors engaged for the duration and ensure that a member of your team is responsible for your guests during the day.

**Tips for successful Sponsor Engagement**

At the beginning of the season, identify suitable opportunities for sponsor engagement throughout your fixture calendar. Considerations include:

* Central / Accessible location
* Spectator facilities
* Good level of competition
* Participation of key athletes
* Expected attendance of key military personnel

Introduce the concept to the sponsors early in the season and share save the date / invites (suggest sending these 2 months ahead of the event to secure the time in sponsor diaries).

Draft guest communications (sent 4-6 weeks in advance) including:

* + Event Overview
  + Arrival / Departure Times
  + ID requirements for Entry
  + Directions / Car Parking
  + Schedule for the day
  + Event Timings / Key moments for the day
  + Meeting point and key contact numbers

Request information from sponsor (4 weeks) including:

* + RSVP Confirmation and attendee names
  + Dietary requirements
  + Event participation - Names and abilities (if applicable)
  + Participation waivers (if applicable/required)

Assign a sponsor liaison to take care of the guests for the day and ensure they are briefed on the brand, the background to the sponsorship and the guests etc.

Arrange Teas and coffees / breakfast (if appropriate) on guest arrival.

Ensure appropriate sponsor branding is visible and understand if the sponsor has any content requirements for the day e.g. Would they like specific imagery for their social channels?

Introduce the venue (and facilities) and the competition/fixture to the guests. Identify and key athletes to watch out for or add insight to the sport, the predicted outcomes, athletes stories etc.

Secure a time to introduce the sponsor to any key Army personnel or XXXX board member if present at the event.

Introduce the sponsor to some of the athletes during the day so they have time with the soldiers.

Arrange a lunch for your sponsors. Make this appropriate for the event / type of venue e.g. a relaxed sandwich on the side a pit wall or a sit down lunch at a polo match. Lunch is often a good time to introduce athletes and/or Senior Army personnel (timings permitting)

Ensure your sponsors are in position for the beginning of the fixture. If there is the opportunity for sponsor employees to participate then insert an athlete preparation time into the day’s schedule, ensuring they are still being looked after throughout their experience.

If there is a prize giving or results announcement, make sure the sponsor is involved and thanked (including the sponsor’s name, person’s name, and job title)

Ensure any content requirements from the sponsors are fulfilled and sent on in a timely manner so the content remains relevant. If the sponsor is using this on their social channels, then make sure they have the correct handles and hashtags.

Thank the sponsor publicly and on social media for their attendance and their ongoing support

Follow up with post event thank you communications, sharing any additional images / videos from the day.

*Additional COVID Planning:*

*Apply common sense and compliance with the latest policy, please consult* [*Government, NGB and Army COVID Guidance*](https://www.gov.uk/coronavirus) *for the latest information and ensure you have hand sanitiser, face masks and hand washing facilities close by and clear signage to those facilities at the event.*

**SECTION 5 - ADDITIONAL ENGAGEMENT OPPORTUNITIES**

What creative opportunities are there to engage sponsors? Either contractually to drive up the price or additionally to add value to the existing relationship. Have a think about what is unique about your sport and what might be of interest for a brand?

Some thought starters:

* Coaching sessions by your coaches
* Engagement opportunities by key athletes within your sport
* Use of facilities aligned to your sport
* Corporate days
* Involvement in appropriate events for employees

**SECTION 6 - CONTRACT TEMPLATE**

The revised Army sports sponsorship model requires transparency, simplicity and assurance. It places the ASCB at the heart of all arrangements and directs that DASCB assures all Army sport sponsorship arrangements. DASCB is not only required to assure all arrangements but he is also required to provide AHQ (Commercial) with a copy of each sponsorship arrangement. In order to ensure the required transparency and simplicity, all and any Army sport sponsorship arrangements are to be set out in a contract. The ASCB consulted both AHQ and their lawyers on this issue and, as a result use a generic contract template for all of their arrangements. We strongly suggest that you use this template in any and all of your Direct sponsorship arrangements as this template contains the detail required to ensure protection for both parties and the required visibility of arrangements needed by AHQ. The template used by ASCB is as follows, and further advice can be sought from HQ ASCB or Mongoose:

Insert Sport Logo

**THIS SPONSORSHIP AGREEMENT** is made this day of XXth January XXXX

**PART 1: KEY TERMS**

The commercial terms set out in this Part 1 (the “**Key Terms**”) together with Part 2 (the “**Rights**”), the general terms and conditions set out in Part 3 (the “**General Conditions”**) and the Appendices to this Agreement form the agreement between the Parties (the “**Agreement**”).

|  |  |
| --- | --- |
| **PARTIES** | |
| **Sport** | **XXXX**  Your address (registered in England and Wales under registered number XXXX) |
| **Sponsor** | **XXXX**  XXXX (registered in England and Wales under registered number XXXX) |
| **DETAILS** | |
| **Licence Period** | From the date of execution by both Parties until XXXX unless terminated earlier in accordance with clauses ‎8 or 11 of the General Conditions. |
| **Licensed Territory** | UK/Worldwide |
| **Fees**  **Payment Terms**  **VIK Products** | XXXX plus VAT per annum  Fees to be paid within 28 days of the date of execution of this agreement  The Sponsor shall provide to Sport free of charge and in accordance with clause 5.2 of Part 3, XXXX worth of XXXX |
| **GRANT AND USE OF RIGHTS** | |
| **XXXX Sport** | XXXX organisations referred to herein and organised and controlled by XXXX. |
|  | The sponsorship rights set out in Part 2, which are granted to the Sponsor for use in the promotion of the Brand in the Licensed Territory during the Licence Period in accordance with the terms and conditions of this Agreement. |
| **Designations** | The designations set out in clause 1 of Part 2. |
| **Brand** | The Sponsor’s XXXX brand. |

|  |  |
| --- | --- |
| AGREED for and on behalf of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Position:  Date: | AGREED for and on behalf of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Position:  Date: |

**PART 2: RIGHTS**

# XXXX hereby grants the Sponsor the following Rights (on a non-exclusive basis unless expressly stated otherwise) for use solely in the promotion of the Brand in the Licensed Territory during the Licence Period in accordance with the terms and conditions of this Agreement:

*Advice available from Mongoose ..*

**PART 3: GENERAL CONDITIONS**

# DEFINITIONS

## Any term in bold in Part 1 shall have the meaning given to it in Part 1.

## In the context of this Agreement the words and phrases below shall have the following meanings:

“**XXXX IPR**” shall mean all Intellectual Property Rights owned by or licensed to XXXX, including the XXXX Materials.

“**XXXX Logos**” shall mean the various Army sport logos referred to in Part 2, as well as names and logos as set out in Appendix 1 (or such names and/or logos as otherwise notified in writing by XXXX

“**XXXX Materials**”Means the Imagery, the XXXX Logos and any other materials including electronic materials created by or on behalf of XXXX and provided by XXXX to the Sponsor for its use in exercising the Rights.

“**XXXX Website**” shall mean (insert your website) or such other URL as is notified to the Sponsor by XXXX from time to time).

“**Business Days**” shall mean any day (other than Saturday or Sunday) on which banks are open for business in London, United Kingdom.

“**Confidential Information**” shall mean the terms of this Agreement and any information relating to the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature.

“**Force Majeure Event**” means an event outside the reasonable control of a party, including acts of public enemy, wars, riots, insurrections and other hostilities, acts of terrorism (whether actual or perceived), regulations or acts of governments or government agencies, labour or trade disputes, strikes, industrial action or lockouts, royal bereavement, unavailability or shortage of transportation, or the refusal or inability of an opponent team to play any match.

“**Imagery**” shall have the meaning given in clause 5 of Part 2

“**Intellectual Property Rights**” shall mean all: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill, right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

“**Sponsor IPR**” shall mean all Intellectual Property Rights owned by or licensed to the Sponsor (including the Sponsor Logos).

“**Sponsor Logos**” shall mean the logos as set out in Appendix 2 (or such logos notified by the Sponsor to XXXX and approved by XXXX).

“**Privacy Laws**” shall mean all applicable laws relating to privacy and data protection, including the Data Protection Act 2018 and the Data Protection Directive (95/46/EC).

“**Regulations**” shall mean all applicable laws rules, regulations, directions, decisions, codes of practice and guidelines from time to time of the European Commission, UK Parliament, the UK Ministry of Defence, Ofcom, the police and any other sporting governing bodies or organising committees to which any of XXXX or the Sponsor is subject from time to time.

“**Term**” shall have the meaning given to it in clause ‎2.

# TERM

## This Agreement shall come into effect on [DATE] and, unless terminated earlier in accordance with clause 8 or 11, shall expire on [DATE] (the “**Term**”).

# GRANT AND EXERCISE OF RIGHTS

## In consideration for the payment of the Fees by the Sponsor, XXXX hereby grants to the Sponsor the Rights for use in the promotion of the Brand in connection with the Sponsor’s products and/or services in the Licensed Territory during the Term.

## XXXX shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Rights to the Sponsor.

## Unless expressly stated otherwise herein:

### all rights not expressly granted hereunder are reserved to XXXX and/or the Charity;

### all costs associated with the Sponsor’s exercise of the Rights and the performance of its obligations under this Agreement shall be borne by the Sponsor; and

### the Rights are subject to the Regulations and the Sponsor shall (and shall procure that its directors, officers, employees, agents and nominees shall) observe and abide by all Regulations which are applicable in connection with the Sponsor’s exercise of the Rights or performance of its obligations under this Agreement.

## The Sponsor undertakes throughout the Term:

### to obtain the prior written approval of XXXX before making any new use of any XXXX Materials and/or XXXX Logos; and

### not to use any XXXX IPR (save for the Sponsor’s use of the XXXX Materials as expressly permitted by this Agreement) for any purpose.

## The Sponsor acknowledges that XXXX has (and during the Term shall have) existing partnerships with other sponsors and the Sponsor agrees that XXXX shall not be in breach of any provision of this Agreement as a result of granting such rights to such sponsors or performing its obligations under those arrangements.

## The Sponsor acknowledges and agrees that any approval given by or on behalf of XXXX under this Agreement shall not be construed as:

### any form of representation or warranty regarding the Sponsor’s compliance with Regulations;

### a waiver of XXXX’s or the Sponsor’s obligations hereunder; and/or

### an approval of the use of any third party’s rights.

## In the event that for whatever reason XXXX is unable to deliver part of the Rights as provided herein then XXXX shall offer alternative rights in substitution for the Rights that it is not able to deliver.

# PAYMENT

## In consideration for the grant of the Rights for use by the Sponsor, the Sponsor shall:

### pay the Fees to XXXX (together with any applicable VAT or equivalent sales tax) in accordance with the Payment Terms; and

### supply the VIK Products free of charge to XXXX.

## In consideration for the grant of the Rights for use by the Sponsor, the Sponsor shall pay the Fees to XXXX (together with any applicable VAT or equivalent sales tax) in accordance with the Payment Terms.

## All other sums payable by the Sponsor in connection with this Agreement shall be paid to XXXX within twenty-eight (28) days of receipt by the Sponsor of a relevant and valid invoice from XXXX

## If any sum payable by the Sponsor to XXXX under this Agreement is outstanding for more than seven days the Sponsor shall pay interest on that sum at the rate of four per cent (4%) per annum. In addition, XXXX shall be entitled to suspend the grant of Rights under this Agreement and the Sponsor’s right to exercise the Rights or any of them (including approving any materials or proposals submitted to XXXX by the Sponsor in connection with the exercise of the Rights) during any period in which such monies due to XXXX are overdue.

# SPONSOR’S OBLIGATIONS

## The Sponsor warrants, represents and undertakes to XXXX:

### produce, supply and distribute the VIK Products to be supplied to XXXX / Army Sport in accordance with any relevant Regulations and to the highest standards of safety and ethical practice;

### supply such VIK Products to XXXX / Army Sport free-of-charge at such time and in such quantity as reasonably requested by XXXX; and

### cooperate with XXXX Sport staff, including the medical team, regarding provision of VIK Products to the Army Sport players and other Army Sport staff in connection with this Agreement.

### that it has, and will continue to have throughout the Term, full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it by this Agreement;

### that it is not and/or will not be in breach of any obligation (whether contractual or arising from any Regulations) as a result of anything done or omitted to be done which may affect the ability of XXXX or the Charity to fulfil their obligations under this Agreement;

### that it shall: (i) exercise the Rights strictly in accordance with the terms of this Agreement; (ii) only use the Rights for the purposes of promoting the Brand; and (iii) only use the XXXX Materials with the prior written approval of XXXX;

### not to do or omit to do anything (and shall procure that its directors, officers employees, agents and nominees shall not do or omit to do anything) which might harm, bring into disrepute, impair or adversely affect the interests or reputation of XXXX, the Charity, Army Sport or any of its players, directors, officers, employees or any other XXXX sponsors;

### that it shall not hold itself out as an official partner or sponsor of XXXX or otherwise associate itself with XXXX, the Charity or any Army Sport player except in accordance with and subject to the terms of this Agreement;

### that it shall not engage in any joint exploitation of the Rights or otherwise enter into any joint marketing or promotion such that it is implied or asserted that XXXX or any Player is associated with any third party or any third party’s products or services;

### to act at all times in good faith towards XXXX in relation to this Agreement and the exercise of the Rights.

# INTELLECTUAL PROPERTY RIGHTS

## The Sponsor grants to XXXX an irrevocable, transferable, royalty-free, non-exclusive licence on a worldwide basis to use and reproduce the Sponsor IPR for the purposes of delivering the Rights during the Term and any other purposes permitted by the Sponsor in writing.

## The Sponsor shall indemnify and keep indemnified XXXX and their directors, officers and employees with respect to all liabilities, claims, actions, proceedings, loss, damage, costs or expenses incurred by or awarded against XXXX and/or the Charity or any of their directors, officers and employees arising out of or in connection with a claim from a third party relating to use of the Sponsor IPR by XXXX or any its directors, officers and employees in accordance with this Agreement.

## The Sponsor shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the XXXX except the rights as are specifically set out in, or that by necessary implication arise from, this Agreement. Insofar as any goodwill or other equivalent rights may have accrued to the Sponsor by reason of the use of the XXXX IPR by the Sponsor or by the Sponsor being connected with the XXXX IPR in the course of trade, the Sponsor shall hold all such goodwill and other rights on trust for XXXX and/or and shall, if so requested by XXXX and at XXXX or the, execute such assignments of such goodwill and other rights to XXXX

## Each party agrees it shall not do or cause or permit to be done anything which may infringe or endanger the other party’s IPR.

# DATA PROTECTION

## In this clause 7 the phrases "personal data", "processing", "data processor" and "data controller" shall have the meanings given to them in Privacy Laws.

## It is not intended that personal data will be exchanged between the parties during the Term of or in the exercise of their respective Rights and Obligations under this Agreement. Should any party be required to provide personal data to another party during the course of or in exercise of its Rights or Obligations under this agreement, that party shall ensure that any personal data that it provides to another party shall comply with all Regulations including the requirements of Privacy Laws, and each party shall comply with the relevant obligations of Privacy Laws when processing that personal data.

## Any party processing personal data owned or controlled by the other party shall:

### have in place and maintain appropriate technical and organisational measures to prevent any unauthorised or unlawful processing of such personal data, and to prevent accidental loss or destruction of, or damage to such personal data as required to enable the data controller to comply with its obligations under Privacy Laws and to immediately inform the other party upon becoming aware of any personal data breach;

### only process and hold the personal data: (i) in order to perform its obligations or receive the benefit of the rights under this Agreement; (ii) for internal administrative and record keeping requirements; (iii) pursuant to a legal obligation to which that processing party is subject; or (iv) otherwise in accordance with the data controller's written instructions from time to time (including instructions to amend, transfer or delete the personal data);

### not transfer the personal data outside the European Economic Area without the prior written consent of the other party, and subject to any terms and conditions as the other party deems fit in its sole discretion;

### not authorise any third party or sub-contractor to process the personal data except with the prior written consent of the other party;

### notify the other party within two Business Days (or as soon as reasonably practicable thereafter) if they receive a request from a data subject for access to that data subject's personal data or where such data subject wishes to exercise any of the other rights afforded to them in the Privacy Laws. Further, the processing party undertakes to provide the other party with full co-operation and assistance in relation to any request made by a data subject pursuant to this clause;

### provide all reasonable assistance to the other party to ensure compliance with the obligations set out in Articles 32-36 of the General Data Protection Regulation ((EU) 2016/679);

### to immediately cease processing, and delete from its systems (and return, if the other party requires), any personal data in respect of which the underlying data subject has withdrawn their consent to the processing of such personal data or processing is otherwise unlawful (as notified to it by the other party) or in any event, on termination of this Agreement, unless retention of such personal data is required pursuant to a legal obligation to which the processing party is subject;

### to promptly comply with any request from the other party requiring it to amend, transfer or delete the personal data, in any event, no later than 14 days following such request;

### to provide the other party with any information that the other party reasonably requires to demonstrate compliance with this clause 7 and provide all necessary co-operation and assistance (including complying with any audits and inspections conducted by the other party) to the other party to enable the other party to meet its requirements under the Privacy Laws; and

### if applicable, to maintain records of the processing activities undertaken by it on behalf of the other party, in accordance with the record keeping requirements prescribed in the Privacy Laws.

# TERMINATION AND SUSPENSION

## Any party may terminate this Agreement with immediate effect by giving notice in writing to the other parties in the event that either of the other parties:

### commits a material breach (or persistent non-material breaches) of any of the terms hereof (including the Sponsor’s failure to pay the Fees);

### is subject to an insolvency event whereby it: (i) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (ii) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation; (iii) is the subject of the commencement of any insolvency proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 days after presentation); or (iv) has an administrator, an administrative receiver or trustee appointed over all or any of its assets.

### there is a change in any Regulations that prevents XXXX from granting the Rights (or any of them) to the Sponsor;

### there is a substantial change in the direct or indirect ownership or control of the either party or there is a substantial transfer of either the material assets or the business of either party to a third party which, in either case, in the reasonable opinion of the other party, may be detrimental to the interests of the other party;

### in accordance with clause 11.

## Without prejudice to any other rights and/or remedies available pursuant to this Agreement, XXXX expressly reserves the right to suspend or withhold the grant of the Rights or any of them immediately upon written notice to the Sponsor in the event that the Sponsor:

### commits any material breach of this Agreement (including any failure to pay the Fees (or in each case any instalment thereof) in accordance with clause ‎4.1); or

### makes any unapproved use of any XXXX IPR;

### provided that XXXX agrees to reinstate such suspended Rights promptly upon the Sponsor remedying the breach to XXXXs reasonable satisfaction.

# CONSEQUENCES OF TERMINATION

## Upon termination of this Agreement the Rights shall revert immediately to XXXX and the Charity AND the Sponsor shall immediately cease all exercise of the Rights.

## Termination of this Agreement shall be without prejudice to the rights of the Parties accrued prior to such expiry or termination.

## Any provision of this Agreement which expressly or by implication is intended to continue following termination of this Agreement shall survive termination of this Agreement.

# LIMITATION OF LIABILITY AND INDEMNITIES

## Nothing in this Agreement shall exclude or restrict any party’s liability for death or personal injuries resulting from the negligence or fraud of that party (or of its employees while acting in the course of their employment).

## Subject to clause ‎10.1, neither party shall be liable to the other for any actual or alleged indirect or consequential loss arising from breach of contract, tort or otherwise or any loss of profits or loss of business or opportunity, whether such losses are direct or indirect.

## The maximum aggregate liability of any party under this Agreement in contract, tort (including negligence) or otherwise in respect of any proven breach by any party (in respect of any one or more incidents or occurrences) shall be limited to an amount equal to three times the amount of the Fees actually received by XXXX from the Sponsor on the date on which such liability first arises (except that this limitation of liability shall not limit the Sponsor’s liability to pay the Fees).

# FORCE MAJEURE

### Neither party will be deemed to be in breach of any of its obligations under this Agreement if prevented from carrying them out due to a Force Majeure Event. In the event that a Force Majeure Event continues for more than 30 days then the party not affected by the Force Majeure Event shall be entitled to terminate this Agreement with immediate effect by written notice.

# NOTICES

## Any notice or other communication referred to in this Agreement shall be given in writing to the recipient’s address as given in Part 1 or such other address or email addresses as may be notified to the other party in writing for the purposes of this clause ‎12 from time to time, and shall be deemed to have been delivered at the time of dispatch in the country of the recipient.

# CONFIDENTIALITY

### Each party undertakes to at all times keep Confidential Information strictly confidential and not to disclose to any third party, save that it may disclose Confidential Information to its employees, agents or other connected parties for the purpose of exercising its rights or performing its obligations under this Agreement or as required by law.

# INTERPRETATION

## In the interpretation of this Agreement, and provided the context so permits:

### a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;

### any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

### a reference to a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

### a reference to “writing” or “written” includes email unless expressly stated otherwise.

# GENERAL

## This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreements between them relating to the subject-matter of this Agreement. Each party acknowledges that it has not relied on and shall not rely on any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause operates to limit or exclude any liability for, or remedy in respect of, fraud.

## No amendment to or variation of this Agreement shall be effective unless it is in writing and signed by all Parties.

## Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the Parties.

## The Sponsor shall not assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with its rights or obligations under this Agreement without the prior written consent of XXXX

## If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable under the Regulations, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## A person who is not a party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## This Agreement and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales in connection with any dispute (including to any non-contractual disputes and claims) under or in connection with this Agreement.

**Appendix 1**

Logos

**Logo:**

**Appendix 2**

Sponsor Logos

[●]

1. DCGS/ArmySports/003 dated 31 Mar 22. [↑](#footnote-ref-1)
2. Whether this be secretaries of recognised Army sports associations and unions or those staffs in regimental HQs involved in sport delivery. [↑](#footnote-ref-2)
3. A copy of the April 2022 version of the Directive is included within this Tool Kit at Section 3. [↑](#footnote-ref-3)