



APEC Policy: **APEC SPONSORSHIP (Includes Sponsorship Policy and Guidelines)**
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Related Policies: *APEC Logo Guidelines and APEC Publication Guidelines (Approved APEC Nomenclature)* http://www.apec.org/apec/about_apec/apec_trade_marks.html.

APEC SPONSORSHIP POLICY

What is Sponsorship?

Sponsorship is the purchase of the right to associate the sponsor's name, products and services with the sponsored organisation's service, product or activity in return for negotiated benefits.

Sponsorship rights can be purchased through financial contributions or the provision of in-kind goods or services.

Sponsorship is not a grant, nor a donation.

Sponsorship is a business relationship in which both the Sponsor as well as APEC should benefit.

When this Policy applies: Sponsorship of APEC

This document sets out APEC's policy relating to the receipt of sponsorship by APEC.

This Policy applies only when:

1. the APEC Secretariat will receive the sponsorship, and
2. a project funded by APEC receives sponsorship

In both cases, the APEC Secretariat will sign the Sponsorship Agreement, or Sponsorship Letter with the Sponsor.

Sponsorship of Host Economy

This document does not regulate the receipt of sponsorship by a Host Economy.

Where a Host Economy proposes to receive Sponsorship, this is wholly a matter for the Host Economy to determine. The Host Economy determines:

1. whether to accept Sponsorship
2. the identity of the Sponsor
3. its own risk assessment relating to the Sponsorship
4. the negotiation of the Sponsorship terms and conditions

5. the contents of the Sponsorship Agreement between the Host Economy and the Sponsor.

A Host Economy may, if it chooses to do so, have regard to this Policy, and the Sponsorship Guidelines, in relation to its own receipt of Sponsorship.

A Host Economy may employ the template Sponsorship Agreement, and template Sponsorship Letter, if it chooses.

A Host Economy must decide for itself the appropriateness or otherwise, of this Policy, the Sponsorship Guidelines, and the template Sponsorship Agreement and template Sponsorship Letter.

APEC accepts no liability for the use by a Host Economy of this Policy, the Sponsorship Guidelines, and the template Sponsorship Agreement and template Sponsorship Letter.

Determining whether to have Sponsorship for an APEC event ('Event')

Any form of sponsorship for an APEC Event ('Event') will be beneficial.

Benefit may be realised from assistance in defraying the cost of an Event, where the Sponsorship involves sponsorship monies, or in kind services which would otherwise have had to be paid for.

Benefit may also be realised by participants at an Event receiving products or services that are useful to them.

Nevertheless, a determination must be made on each occasion about:

1. whether or not to have Sponsorship
2. the form of any Sponsorship
3. the identity of any Sponsor
4. the benefits of the Sponsorship
5. the obligations upon APEC arising from the Sponsorship
6. any risks associated with the Sponsorship.

That determination will be made by the responsible APEC officer, taking into account the recommendations of the Event's Lead Shepherd / Chair.

Principles for making a Determination

In making a recommendation to APEC, and in APEC making a determination, regard will be had to the following Principles.

Principle 1: Identity of Sponsor

The Sponsor must be a responsible and reputable organisation whose name and identity would enhance the Sponsored Event.

Principle 2: APEC's reputation and standing

The Sponsorship should enhance the public image of APEC, and its reputation and standing. There should not be any risk to APEC's reputation and standing arising from the Sponsor's identity, the identity of its affiliates, or the Sponsorship.

Principle 3: No conflict of interest

There should not be any conflict of interest, nor any perceived conflict of interest between the Sponsor and APEC.

Principle 4: Benefit of Sponsorship.

The specific sponsorship that is proposed, including monies, in kind services etc, should benefit APEC and the Sponsored Event.

Principle 5: Appropriateness of Obligations

The specific obligations that APEC will have as a result of the Sponsorship need to be assessed, including by reference to the following:

1. is it within APEC's power and capability to carry out those obligations ?
2. will APEC have the resources to carry out those obligations ?
3. what are the risks, if any, to APEC in relation to those obligations, and how are they assessed ?

Principle 6: No favouritism

APEC must not favour a Sponsor in a particular industry sector to the exclusion of its competitors, but will use reasonable efforts to offer the opportunity to sponsor fairly without favouritism.

Principle 7: A Business Approach

APEC will apply a business approach to offering sponsorship opportunities, and to the negotiation of the commercial terms of sponsorship.

The sponsorship benefits to be received by the Sponsor should correspond with the level of benefit which is received by APEC from the Sponsor.

Principle 8: No license of APEC Trade Mark and logo

A sponsorship being an arrangement by which a Sponsor sponsors APEC, the Sponsor usually licenses APEC to use the Sponsor's trade mark in association with the sponsored Event. APEC does not grant a license of APEC's own trade mark and logo to a Sponsor.

Sponsorship Guidelines

The Sponsorship Guidelines provide guidance in relation to:

1. legal documentation for a sponsorship agreement
2. the types and extent of sponsorship that may be considered.

APEC SPONSORSHIP GUIDELINES

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1. SPONSORSHIP AGREEMENT

1.1 Introduction

APEC uses two alternative forms of agreements to record the terms and conditions of sponsorship with a Sponsor:

1. a short form of agreement in the form of a letter of offer that is countersigned by the Sponsor, and
2. a long form Sponsorship Agreement.

It is not a matter of choice as to which agreement is employed.

The two agreements have been prepared having regard to two categories of risk.

Depending upon which category of risk applies on a specific occasion, either the short form letter of offer format agreement must be used, or the long form Sponsorship Agreement must be used.

1.2 Short form letter of offer

A template of the short form letter of offer appears at Appendix 1.

This template is appropriate to record the terms and conditions of the Sponsorship if all three of the following conditions are met:

1. the Sponsorship to be given is money only, and no other right or benefit will be provided
2. the amount of sponsorship money is US\$20,000 or less
3. having regard to the Principles in the Sponsorship Policy, it is not otherwise more prudent to use the long form Sponsorship Agreement.

The short form letter of offer template is inappropriate to use if any of the following questions have a "Yes" response:

1. Is the Sponsor providing sponsorship money greater than US\$20,000?
2. Is the Sponsor providing any type of service?

Examples of services include:

Hosting a dinner
Providing a barista
Providing access to computers, printers, or other equipment
Providing free professional services that APEC would otherwise have had to pay for

3. Will the Sponsor be providing giveaway products to attendees at the Event?
4. Will the Sponsor have an exhibition booth?
5. Will the Sponsor be permitted to hyperlink to the Event's web site, from the Sponsor's web site?
6. Will the Sponsor be providing written materials for distribution at the Event?

The short form letter of offer document provides to APEC only the minimum of legal protection.

Accordingly, if any of the three conditions mentioned above are not met, or there is a "Yes" response to any of the questions set out above, the long form Sponsorship Agreement must be used.

1.3 Long form Sponsorship Agreement

A template of the long short Sponsorship Agreement appears at Appendix 2.

This form of Sponsorship Agreement must be used whenever, having regard to paragraph 1.2, it is inappropriate to use the short form letter of offer template.

For sponsorship in excess of US\$100,000, the forum must seek the approval of APEC Senior Officials.

2. PROCEDURE FOR ENTERING INTO AGREEMENT

2.1 Party to agreement is APEC Secretariat

The APEC Secretariat is the legal entity that will be the party to the Sponsorship Agreement whether it follows the short form, or long term templates.

2.2 Authorised signatories

Employees of a Host Economy do not have authority to enter into any legal agreement to which APEC is a party, including Sponsorship Agreements or Sponsorship Letters.

The authorised signatory, with the authority to bind APEC to a legal agreement is the APEC Secretariat's Executive Director for Sponsorship Agreements valued above US\$100,000 and its

Director (Communications and Public Affairs) for Sponsorship Agreements and Letters up to US\$100,000.

2.3 Recommendation to enter into agreement

The Lead Shepherd / Chair responsible for the Event must make a written recommendation to APEC to sign the Sponsorship Agreement whether it follows the short form, or long term templates.

2.4 Negotiation of Sponsorship Agreement

The Lead Shepherd / Chair responsible for the Event is also responsible for negotiating the terms of the Sponsorship Agreement whether it follows the short form, or long term templates.

The completion of the Reference Schedule in each template is in the discretion of the Lead Shepherd / Chair.

However, no change may be made to the substantive terms of the Sponsorship Agreement whether it follows the short form, or long term templates (that is the contents of either document other than the Reference Schedule), without APEC's approval.

3. SPONSORSHIP PROSPECTUS

3.1 What is a Sponsorship Prospectus?

A Sponsorship Prospectus is a document that invites sponsorship proposals to be submitted to APEC for consideration.

A Sponsorship Prospectus is therefore largely a marketing document. It needs to persuade a potential sponsor what the benefits of sponsorship are, and what the cost of sponsorship will be.

3.2 Who prepares the Sponsorship Prospectus?

The Lead Shepherd / Chair responsible for the Event is also responsible for the preparation of the Sponsorship Prospectus.

3.3 Approval of Sponsorship Prospectus?

A Sponsorship Prospectus will be a public document, which is identified as an APEC document.

That being so, APEC will be exposed to certain legal risks by the contents of the Sponsorship Prospectus.

And that being so, a Sponsorship Prospectus must not be disseminated without APEC prior approval.

A draft Sponsorship Prospectus must be provided to APEC for its approval.

3.4 What are these legal risks?

Some of the legal risks that APEC will consider when considering approving a Sponsorship Prospectus, and which therefore should be borne in mind in the preparation of the Sponsorship Prospectus relate to the following questions:

1. is all the information in the Sponsorship Prospectus factually accurate and correct
2. are there any predictive statements or forecasts in the Sponsorship Prospectus which cannot be supported ?

3. are any statements in the Sponsorship Prospectus at risk of being perceived to be misleading or deceptive ?
4. are promises made in the Sponsorship Prospectus made which APEC cannot perform ?
5. has copyright been breached in relation to any of the contents of the Sponsorship Prospectus, and if applicable, have any copyright consents or permissions been obtained to reproduce any copyright works, including photographs ?
6. are any trade marks or logos included in the Sponsorship Prospectus, and if so, have all licenses, consents or permissions been obtained to use that trade mark or logo ?
7. is any Host Economy, organisation, or person being mentioned in the Sponsorship Prospectus, and if so, have they consented to being named in the Sponsorship Prospectus ?
8. do the sponsorship benefits offered in the Sponsorship Prospectus conform with the requirements in these Guidelines (see below).

3.5 Legal statements to be included in a Sponsorship Prospectus?

Every Sponsorship Prospectus must contain the following paragraph in a reasonably prominent location:

"This Sponsorship Prospectus is an invitation to consider sponsoring the Events described. It is not an offer, nor an agreement. No contract shall be formed or legal relations arise between APEC and another person unless in writing and signed by APEC."

4. SPONSORSHIP BENEFITS

4.1 Sponsorship benefits not permitted

The following sponsorship benefits must not be offered to a Sponsor:

1. naming rights for an Event, including an APEC Forum, (although naming rights for a part of an Event, or Forum are permissible)
2. political activities
3. religious activities
4. greater prominence of the Sponsor's trade mark, name or logo, compared to the prominence of APEC's trade mark, name and logo
5. greater prominence of the Sponsor's trade mark, name or logo, compared to the prominence of other sponsors, having regard to the comparative sponsorship monies and other consideration paid
6. providing the names of registrants at an Event, with or without their contact details (unless in the registration document the registrant consents to this)
7. a Sponsor's trade mark, name or logo appearing inside official meeting rooms, or upon official papers.

4.2 Sponsorship benefits that are permitted

The following sponsorship benefits are permitted to be offered:

1. naming rights for a part of an Event, such as a particular hospitality or network or other activity
2. signage rights
3. a Sponsor's trade mark, name or logo appearing on event banners, posters, approved printed material, displays, souvenirs, websites and direct marketing material, in a design approved by APEC
4. registration at an Event
5. making presentations at an Event
6. distributing appropriate products at an Event
7. distributing appropriate materials at an Event
8. making products and services available at the Event such as internet access, or access to computers, printers and other equipment
9. naming rights of products or services such as a barista service
10. exclusivity of a category of sponsorship (that is, with no other sponsor in that category – see below)
11. providing the names of registrants at an Event, with or without their contact details, but only if in the registration document the registrant consents to this.

4.3 Categories of sponsorship and exclusivity

If appropriate it is permissible to have categories of sponsorship, with appropriate different sponsorship fees payable in relation to each category, and with exclusivity amongst those categories, or a maximum number of sponsors in those categories.

An example of this structure appears in the following Table.

Category of Sponsorship	Maximum Number of Sponsors	Sponsorship Fee Applicable
Platinum Sponsor	1	\$*
Gold Sponsor	2	\$*
Silver Sponsor	3	\$*
Dinner Sponsor	3	\$*
Welcome Function	1	\$*
etc		



[date]
 [addressee]
 [address]

Dear *

Sponsorship of [Name of Event]

Thank you for agreeing to Sponsor this APEC Event.

The purpose of this letter is to confirm the sponsorship arrangements, which are set out below, employing the terms with the meanings in the attached Reference Schedule.

1. The Sponsor will pay the Sponsorship Amount to APEC within 30 days of the date of APEC's invoice for the Sponsorship Amount.
2. The Sponsorship Amount is net of any taxes, which if due, will be paid by the Sponsor, or if paid by APEC, will be reimbursed to APEC by the Sponsor.
3. APEC must provide the Sponsorship Benefits to the Sponsor in relation to the Event.
4. The Sponsor must deliver the Sponsor Materials to APEC, in the manner described in the Reference Schedule, and by the due date or dates referred to in the Reference Schedule.
5. The Sponsor grants to APEC a non exclusive license to use the Sponsor Trade Mark in the APEC Economies, but only for the purpose of conferring the Sponsorship Benefits in relation to the Event.
6. APEC must use the Sponsor Trade Mark in the colours and font type appearing in the Reference Schedule.
7. APEC will duplicate the Sponsor Trade Mark in such size and prominence as APEC reasonably decides, having regard to
 - (a) the size of the location where it will be used,
 - (b) the relative size of the trade marks of other sponsors,
 - (c) the Sponsor's and other sponsor's comparative level of sponsorship.
8. The Sponsor warrants that
 - (a) it is the owner of the Trade Marks, and
 - (b) it is entitled to grant a license of those registered trade marks in accordance with this Agreement.
9. The Sponsor warrants that the Sponsor Trade Marks do not infringe the rights of another person in an APEC Economy.
10. The Sponsor indemnifies APEC from and against all actions claims proceedings and demands arising from any claim that a Trade Mark infringes the rights of another person.
11. Neither party may assign or sub-contract this Agreement, or any rights or obligations in this Agreement without the other's prior written consent.

12. This agreement is governed by the laws of the Republic of Singapore, and the parties agree to submit to the non exclusive jurisdiction of the Republic of Singapore.

Would you please confirm your acceptance of these terms by countersigning this letter below and returning it to me.

Yours etc

[Name of Sponsor] accepts the terms set out above and agrees to sponsor the Event in accordance with the above terms.

Signature of Authorised Person

Date

Name of Authorised Person

REFERENCE SCHEDULE

Sponsor	[insert full name and address]
APEC Event(s)	
Sponsor Materials	[describe fully, including type of electronic files to be provided]
Sponsor Trade Mark(s)	[duplicate in correct colours, font type etc]
Sponsorship	[describe monies to be paid, when payable, and if applicable, instalments etc. if services are to be provided, describe fully, including when due to be provided]
Sponsorship Benefits	[describe fully the sponsorship benefits that the Sponsor is to receive. Refer to Sponsorship Policy and Sponsorship Guidelines, and template Sponsorship Prospectus for assistance]

ASIA-PACIFIC ECONOMIC COOPERATION SECRETARIAT (“APEC”)**SPONSORSHIP AGREEMENT**

THIS AGREEMENT is made on _____ day of _____ two thousand and eleven
the _____

BETWEEN **ASIA-PACIFIC ECONOMIC COOPERATION SECRETARIAT** of 35 Heng Mui Keng Terrace,
Singapore a body corporate established under the laws of the Republic of Singapore pursuant to the
International Organisations (Immunities and Privileges) (APEC Secretariat) Order of 1993
(“APEC”)

AND *****
 (the Sponsor”)

BACKGROUND

- A. APEC is organising the Event.
- B. The Sponsor wishes to sponsor the Event.
- C. APEC and the Sponsor have agreed upon the Sponsor’s sponsorship of the Event in accordance with the terms of this Agreement.

THIS AGREEMENT PROVIDES

1. The Sponsor will provide the Sponsorship to APEC in accordance with the Sponsorship General Conditions.
2. APEC will provide the Sponsorship Benefits to the Sponsor in accordance with the Sponsorship General Conditions.
3. The parties’ agreement is recorded in the following documents, all of which are attached to this Agreement, and which will be interpreted in the following order of precedence:
 - (a) APEC’s Standard Form Sponsorship General Conditions
 - (b) the Reference Schedule, which defines certain terms used in APEC’s Standard Form Sponsorship General Conditions.

SIGNATURES OF PARTIES

SIGNED on behalf of
Asia-Pacific Economic Cooperation Secretariat

SIGNED on behalf of
*

Signature of Authorised Officer

Signature of Authorised Officer

Signature of Witness

Signature of Witness

ASIA-PACIFIC ECONOMIC COOPERATION SECRETARIAT**SPONSORSHIP GENERAL CONDITIONS****1. PRELIMINARY**

1.1 In these General Conditions:

Agreement means the agreement signed by the parties, these Sponsorship General Conditions, and the Reference Schedule

APEC Economies means members of Asia-Pacific Economic Cooperation pursuant to the Seoul Declaration

Event means the event or events described in the Reference Schedule

Reference Schedule means the document so described that accompanies these Sponsorship General Conditions

Sponsor Materials means electronic files of the Sponsor Trade Mark and other things (if any) so described in the Reference Schedule

Sponsor Trade Mark means the trade marks and logos so described in the Reference Schedule

Sponsorship means the monies (if any), and the services (if any) so described in the Reference Schedule

Sponsorship Benefits means the benefits so described in the Reference Schedule

Taxes means such of the following as may be applicable: any goods or services tax, value added tax, consumption tax, or any similar tax, excise duty or payment, customs duty or payment, but excludes income tax

Term means the period commencing on the date of this agreement, and ending upon the conclusion of the Event, or if there is more than one Event, upon the conclusion of the last Event.

1.2 Single words include plural words, and vice versa.

1.3 Liaison between APEC and the Sponsor shall occur between the APEC Representative and the Sponsor Representative.

1.4 APEC and the Sponsor may change its respective representative by written notice to the other.

1.5 The official version of this Agreement is written in the English language. No version of this Agreement written in any other language shall be binding upon the parties.

2. SPONSORSHIP

2.1 The Sponsor will pay or provide (as applicable) the Sponsorship to APEC.

2.2 If the Sponsorship includes the payment of monies:

(a) APEC shall provide to the Sponsor an invoice for those monies, or each instalment of the monies, and

(b) the Sponsor shall pay each invoice:

- (i) within 30 days of the date of the invoice, or
- (ii) the due date referred to in the Reference Schedule

whichever is the earlier.

2.3 If the Sponsorship includes the provision of services the Sponsor must:

(a) provide those services diligently and competently, expeditiously; in accordance with all laws and requirements of any government or government agency; and to the professional standard of skill and care to be reasonably expected from a person engaged in providing those services

(b) provide the services by any due dates referred to in the Reference Schedule

(c) inform itself of APEC's requirements in relation to those services

(d) not vary the services without APEC's prior written consent

(e) if the services require anything to be delivered to APEC, deliver those things to APEC before the due date referred to in the Reference Schedule

(f) have all such insurance policies as would be prudent to have having regard to the nature of the services, and

(g) produce to APEC a copy of those policies, or a certificate of currency of those policies, promptly on APEC's written request.

2.4 The Sponsorship monies (if applicable) and services (if applicable) are net of any Taxes.

2.5 If any Taxes are applicable the Sponsor will pay those Taxes.

2.6 If APEC is liable for any Taxes as a result of this Agreement or its performance, the Sponsor will reimburse those Taxes to APEC.

3. SPONSORSHIP BENEFITS

3.1 APEC must provide the Sponsorship Benefits to the Sponsor during the Term.

3.2 The Sponsor must deliver the Sponsor Materials to APEC, in the manner described in the Reference

Schedule, and by the due date or dates referred to in the Reference Schedule.

- 3.3 To the extent that the Sponsor does not deliver the Sponsor Materials to APEC in a suitable form, or by any due date, APEC is relieved from its obligations in clause 3.1, and no part of the Sponsorship will be refunded or repaid in those circumstances.
 - 3.4 If the Reference Schedule indicates that a particular Sponsorship Benefit requires assembly of banners, posters, exhibition booth or the like and that that assembly must be undertaken by the Sponsor, the Sponsor will undertake that assembly and disassembly at its own expense, and in compliance with APEC's directions, and the directions of any organiser of the Event, and the persons in charge of the premises from which the Event takes place.
 - 3.5 If the Reference Schedule indicates that a particular Sponsorship Benefit requires assembly of banners, posters, exhibition booth or the like and that that assembly must be undertaken by APEC, APEC will undertake that assembly and disassembly at its expense, in a proper and workmanlike manner.
 - 3.6 If the Reference Schedule indicates that a particular Sponsorship Benefit is a hyperlink on a web site relating to the Event, to the Sponsor's web site:
 - (a) the Sponsor grants to APEC a non exclusive license for the Term to include a hyperlink of the Sponsor's urls to that Event's website, and
 - (b) the hyperlink referred to in paragraph (a) must be either an url, or the Sponsor's full name, or the Sponsor Trade Mark, or a form of words that are suitable for the context of the hyperlink, as are specified in the Reference Schedule.
 - 3.7 If the Reference Schedule indicates that a particular Sponsorship Benefit is to permit the Sponsor to distribute products at the Event, either free of charge, or for a charge, those products:
 - (a) must be only those that are specifically described in the Reference Schedule, and must not be any other products
 - (b) must be of a nature and description that is consistent with APEC's reputation and standing
 - (c) must not bring APEC or the Event into disrepute
 - (d) may have the Sponsor's name and or the Sponsor Trade Mark
 - (e) must not have the name or trade mark of any other person (other than a manufacturer's usual discreet marking) without APEC's prior written consent.
 - 3.8 If the Reference Schedule indicates that a particular Sponsorship Benefit is to permit the Sponsor to distribute written materials or any media containing materials, those materials:
 - (a) must be of a nature and description that is consistent with APEC's reputation and standing

- (b) must not bring APEC or the Event into disrepute
 - (c) may have the Sponsor's name and or the Sponsor Trade Mark
 - (d) must not have the name or trade mark of any other person (other than a printer's usual discreet marking) without APEC's prior written consent.

4. GRANT OF TRADE MARK LICENSE

- 4.1 The Sponsor grants to APEC a non exclusive license to use the Sponsor Trade Mark in the APEC Economies, but only for the purpose of conferring the Sponsorship Benefits, and only for the Term, subject to clauses 4.4 to 4.11.
 - 4.2 APEC must use the Sponsor Trade Mark in the colours and font type appearing in the Reference Schedule.
 - 4.3 APEC will duplicate the Sponsor Trade Mark in such size and prominence as APEC reasonably decides, having regard to
 - (a) the size of the location where it will be used,
 - (b) the relative size of the trade marks of other sponsors,
 - (c) the Sponsor's and other sponsor's comparative level of sponsorship.
 - 4.4 APEC must not grant a license to any other person to use the Sponsor Trade Mark without the prior written consent of the Sponsor.
 - 4.5 If the Sponsor Trade Mark is registered in an APEC Economy, the license for that Sponsor Trade Mark in that APEC Economy is for the registered trade mark in the classes in which it is registered, and for all other general law rights, if any, relating to that trade mark, in that APEC Economy.
 - 4.6 If a Sponsor Trade Mark is not registered in an APEC Economy, the license for that Sponsor Trade Mark in that APEC Economy is for the general law rights, if any, relating to that trade mark, in that APEC Economy.
 - 4.7 If a Sponsor Trade Mark is not registered in an APEC Economy, and there are no general law rights in relation to that Sponsor Trade Mark in that APEC Economy, then the licenses in this Agreement do not extend to that trade mark in that APEC Economy.
 - 4.8 If a country or area becomes an APEC Economy during the Term, from that time, this Agreement shall apply in that country or area.
 - 4.9 If a country or area ceases to be an APEC Economy during the Term, from that time, this Agreement shall cease to apply in that country or area.
 - 4.10 If a Sponsor Trade Mark is not registered in a particular country, the Sponsor shall decide whether to register that trade mark, and in what classes, and shall do so at its own expense.

- 4.11 If the registration of APEC's use of the Sponsor Trade Mark is required or permitted in any country that is an APEC Economy to enable APEC to use the Sponsor Trade Mark under this Agreement, the Sponsor will at its expense register that use, and APEC will sign any document and otherwise provide any assistance to the Sponsor that the Sponsor may reasonably require to do so.

5. USE OF APEC NAME AND EVENT DESCRIPTION

- 5.1 The Sponsor may, without APEC's prior written consent, for the Term, disseminate the following statements on its web site, and promotional material:
- “[Name of Sponsor] is proud to sponsor [Name of Event]”
- 5.2 The Sponsor must not use any other words or description to describe APEC, the Event, or the Sponsor's sponsorship of the Event, without APEC's prior written consent.
- 5.3 The Sponsor must not in any manner claim or imply or leave a person with the impression that the Sponsor, its related entities, and its or their products and services, are used by, endorsed by, or affiliated with APEC or the Event, without APEC's prior written consent.
- 5.4 The Sponsor must not refer to APEC or the Event in any misleading or deceptive manner.

6. WARRANTIES

- 6.1 APEC warrants that it is a legal entity existing under the laws of Singapore, and that it has the legal capacity to enter into this Agreement.
- 6.2 The Sponsor warrants that it is a legal entity existing under the laws of its country of registration, and that it has the legal capacity to enter into this Agreement.
- 6.3 The Sponsor at all times remains the absolute owner of the Sponsor Trade Mark.
- 6.4 In relation to such of the Sponsor Trade Marks as are registered in an APEC Economy, the Sponsor warrants that:
- (a) it is the owner of those registered trade marks, and
 - (b) is entitled to grant a license of those registered trade marks in accordance with this Agreement.
- 6.5 In relation to such of the Sponsor Trade Marks as are not registered in an APEC Economy, the Sponsor warrants that to the best of its actual knowledge and belief, but without having made any enquiry, it is entitled to grant a license of those unregistered trade marks in accordance with this Agreement.
- 6.6 The Sponsor warrants that the Sponsor Trade Marks do not infringe the rights of another person in an APEC Economy.

- 6.7 The Sponsor indemnifies APEC from and against all actions claims proceedings and demands arising from any claim that a Trade Mark infringes the rights of another person.

7. TERMINATION

- 7.1 If this Agreement relates to a single Event which is cancelled:
- (a) either party may terminate this Agreement by written notice to the other, and
 - (b) APEC shall refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination.
- 7.2 If this Agreement relates to two or more Events where some proceed and some are cancelled:
- (a) either party may terminate this Agreement by written notice to the other, so far as it relates to the cancelled Events, leaving this Agreement to operate in relation to the Events which are not cancelled, and
 - (b) APEC shall refund to the Sponsor a reasonable proportionate part of the monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, which relates to the cancelled Events.
- 7.3 If APEC should believe that the Sponsor Trade Mark infringes the rights of another person:
- (a) APEC may immediately terminate this Agreement, and
 - (b) in the event of termination by APEC under this clause, APEC shall refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination.
- 7.4 If APEC should receive notice of an assertion that the Sponsor Trade Mark infringes the rights of another person:
- (a) APEC may immediately terminate this Agreement, and
 - (b) in the event of termination under this clause:
 - (i) APEC shall refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, and which APEC has not spent prior to the termination, but
 - (ii) APEC shall not refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, and which APEC has spent prior to the termination.
- 7.5 If the Sponsor has contravened clause 5.2, clause 5.3, or clause 5.4:
- (a) APEC may immediately terminate this Agreement, and

- (b) in the event of termination under this clause:
- (i) APEC shall refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, and which APEC has not spent prior to the termination, but
 - (ii) APEC shall not refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, and which APEC has spent prior to the termination.

7.6 If:

- (a) one party is in default of any obligation contained in this Agreement;
- (b) that default has continued for not less than 14 days;
- (c) the non defaulting party serves upon the defaulting party notice in writing requiring the default to be remedied within 30 days of the date of such notice, or such greater number of days as the non defaulting party may in its discretion allow; and
- (d) the defaulting party shall have failed to comply with the notice referred to in paragraph (c).

then:

- (e) the non defaulting party may immediately terminate this Agreement by notice in writing to the defaulting party, and
- (f) if APEC was the defaulting party, APEC shall refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination, or
- (g) if the Sponsor was the defaulting party, APEC shall not refund to the Sponsor any monies included in the Sponsorship which the Sponsor paid to APEC prior to the termination.

8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 If an Event shall be cancelled, the Sponsor's only remedy shall be the refund of any monies included in the Sponsorship, to the extent expressly provided for in clause 7.
- 8.2 Subject to clause 8.1, the Sponsor releases APEC, its officers and employees, from and against any claim, action, loss or damages which the Sponsor may suffer, howsoever arising, in relation to the Event, this Agreement, or its performance.
- 8.3 Without limiting the generality of clause 8.2, APEC its officers and employees will not be liable to the Sponsor

for any special, indirect or consequential damages, including consequential financial loss arising out of the Event, this Agreement, or its performance.

9. NO INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Sponsor is not granted any right or license to any intellectual property of any description disclosed in, or arising in the course of the Event.
- 9.2 Without limiting the generality of clause 9.1, the Sponsor is not granted any right or license to publish or copy or distribute the proceedings of the Event or any papers presented at the Event.

10. EXPIRATION

This Agreement expires upon the expiration of the Term.

11. ASSIGNMENT AND SUB-LICENSING

Neither party may

- (a) assign this Agreement, or any rights or obligations in this Agreement, or
- (b) sub-contract any part of this Agreement, or any rights or obligations in this Agreement

without the other's prior written consent.

12. SERVICE OF NOTICES

Any notice may be served by delivery to, or sending it by post or facsimile to the party to be served. A notice that is posted shall be deemed received seven days after the date of posting.

13. WHOLE AGREEMENT

The whole of the agreement between the parties is contained in this Agreement. There are no agreements, understandings, other terms whether express or implied, or collateral agreements in force or effect between the parties that are not contained in this Agreement.

14. VARIATIONS

No variation to this Agreement, and no variation to the Reference Schedule shall be binding upon the parties unless that variation is in writing, and is signed by the parties.

15. JURISDICTION

This agreement is governed by the laws of the Republic of Singapore, and the parties agree to submit to the non exclusive jurisdiction of the Republic of Singapore.

REFERENCE SCHEDULE

APEC Representative	<table border="1"> <tr><td>Name</td><td></td></tr> <tr><td>Position</td><td></td></tr> <tr><td>Address</td><td></td></tr> <tr><td>Telephone</td><td></td></tr> <tr><td>Fax</td><td></td></tr> <tr><td>Email</td><td></td></tr> </table>	Name		Position		Address		Telephone		Fax		Email	
Name													
Position													
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Telephone													
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Email													
Sponsor Representative	<table border="1"> <tr><td>Name</td><td></td></tr> <tr><td>Position</td><td></td></tr> <tr><td>Address</td><td></td></tr> <tr><td>Telephone</td><td></td></tr> <tr><td>Fax</td><td></td></tr> <tr><td>Email</td><td></td></tr> </table>	Name		Position		Address		Telephone		Fax		Email	
Name													
Position													
Address													
Telephone													
Fax													
Email													
Event(s)													
Sponsor Materials	[describe fully, including type of electronic files to be provided]												
Sponsor Trade Mark(s)	[duplicate in correct colours, font type etc]												
Sponsorship	[describe monies to be paid, when payable, and if applicable, instalments etc. if services are to be provided, describe fully, including when due to be provided]												
Sponsorship Benefits	[describe fully the sponsorship benefits that the Sponsor is to receive. Refer to Sponsorship Policy and Sponsorship Guidelines, and template Sponsorship Prospectus for assistance]												