

# BAI SPONSORSHIP FUNDING TERMS AND CONDITIONS

This Contract is made between [ Name ] of [Address] (“Contractor”) and the **Broadcasting Authority of Ireland** of 2-5 Warrington Place, Dublin, D02 XP29 (“BAI”, “Authority”) on the [ ] day of [ ] 2019.

## 1. GENERAL CONDITIONS

The Contractor shall undertake the event/s and/or activities in accordance with the description of such event/s and/or activities, which includes dates, timeframes, costs and benefits accruing to the Authority as more particularly set out in the Schedule of Sponsored Event/s and Activities at Schedule 1. The Contractor agrees that no changes or deviations from Schedule 1 may be made without the prior written agreement of the Authority.

The Authority has agreed to sponsor such event/s and/or activities (“Sponsored Event/s and Activities”) on the terms and subject to the conditions set out herein.

The Contractor shall keep the Authority duly and accurately informed as to all matters in relation to the Sponsored Event/s and Activities and this Contract and shall promptly respond to any requests for information from the Authority.

The Schedules and each of the provisions set out in each of the Schedules form an integral part of this Contract and are deemed to be fully incorporated into and constitute valid obligations of the parties respectively under this Contract. Reference to this Contract includes reference to the Schedules.

## 2. FINANCIAL

### 2.1 Sponsorship

Unless otherwise expressly agreed by the Authority in writing and subject to the terms and conditions of this Contract, the Authority agrees to make available to the Contractor the sum of €[ ] (“Funding”) to be applied towards the costs of the Sponsored Event/s and Activities and in return for benefits more particularly described in Schedule 1. The Funding shall be drawn down in the manner set out in Clause 2.2 and Schedule 2.

For the removal of doubt, the Authority shall be under no obligation to offer or pay money in excess of the Funding specified to the Contractor whether the development or other costs associated with the Sponsored Event/s and Activities exceed the amounts provided for in Schedule 1 or otherwise.

## **2.2 Drawdown of the Funding**

The Authority shall pay:

2.2.1 the first instalment of Funding prior to the commencement of the Sponsored Event/s and Activities when:-

- The Authority has received a written request first instalment of Funding; and
- Such request has been accompanied by the appropriate documentation/information ("Delivery Material") set out in Part 1 of Schedule 3. The Delivery Material shall be submitted no later than ten days after the date of the execution of this Contract;

2.2.2 the second instalment of Funding after the completion of the Sponsored Event/s and Activities when:-

- The Authority has received a written request for the second instalment of Funding;
- Such request has been accompanied by the appropriate documentation/information ("Delivery Material") set out in Part 2 of Schedule 3. The Delivery Material shall be submitted no later than two (2) months after the date the Sponsored Event/s and Activities have been held; and
- The Authority has determined that it will not raise queries under Clause 2.3 in respect of such Delivery Material, or, if it has raised queries under Clause 2.3, the Contractor has provided satisfactory responses to such queries, whereupon the relevant Delivery Material shall be deemed to have been accepted for the purposes of this Contract.

## **2.3 Queries in relation to the Delivery Material**

The Authority may raise written queries in respect of any of the Delivery Material which is delivered to it. If it does so, the Contractor shall respond in writing to such queries within such period as may be prescribed for such purpose by the Authority.

## **2.4 Bank Account**

Unless otherwise agreed by the Authority in writing, the Contractor shall open a separate bank account for the Sponsored Event/s and Activities and for the drawdown and receipt of the Funding with a bank approved by and account signatories approved by the Authority. No change may be made to the bank, bank account or account signatories without the prior written approval of the Authority.

## **2.5 Use of Funds**

The Contractor shall only use the Funding for the Sponsored Event/s and Activities as described in Schedule 1 and for no other purpose.

## **2.6 Books and Records**

The Contractor shall keep full and proper records of all receipts and expenditure relating to the Sponsored Event/s and Activities and shall retain such records, and shall retain all documents relating to such receipts and expenditure (together, the “**Books and Records**”) for a period of six years after the end of the Sponsored Event/s and Activities.

## **2.7 Final Cost Statement**

The Contractor shall submit to the Authority a Final Cost Statement for the Sponsored Event/s/Activities detailed in Schedule 1 and set out:-

- A description for each line item;
- The cost for each line item;
- The amount which has been spent on each such line item;
- The amount, if any, by which the amount spent on each line item varies from the amount which was provided for such line item in Schedule 1.

The format of the Final Cost Statement shall be in accordance with such written guidance as the Authority may issue from time to time and communicate to the Contractor in writing.

## **2.8 Review of Final Cost Statement**

The Contractor shall procure that the Final Cost Statement is reviewed by a qualified accountant in accordance with such written guidance as the Authority may issue from time to time and communicate to the Contractor in writing.

## **2.9 Independent Accountant’s Report**

The Contractor shall procure an Independent Accountant’s Report in accordance with such written guidance as the Authority may issue from time to time and communicate to the Contractor in writing.

## **2.10 Statement of Compliance**

The Contractor shall submit a Statement of Compliance in accordance with such written guidance as the Authority may issue from time to time and communicate to the Contractor in writing.

## **2.11 Audit**

A person nominated in writing by the Authority for such purpose may, at any time, at reasonable notice, carry out an audit of the Project and/or Final Accounts, and in this connection may, without limitation, inspect and make copies of the Contractor’s books of account, financial records, contracts, receipts, bank statements and other relevant materials and data.

The Contractor shall cooperate with such person and, without limitation, shall provide to such person all access and materials which he or she may seek from the Contractor in writing, and shall reply to such written queries as may be raised by such person.

### **3. INSURANCE**

The Contractor shall obtain and maintain at all times insurance cover in respect of the proposed event and related activities under or in connection with this Contract in accordance with prudent commercial practice, and shall include the Authority as an indemnified party in every insurance policy so taken out on the same basis as the Contractor.

### **4. CANCELLATION AND REVOCATION OF FUNDING**

#### **4.1 Events**

At any time during the term of this Contract, the Authority may stop payment of the Funding and/or reduce the Funding or so much of it as shall not then have been paid to the Contractor and/or terminate this Contract if the Contractor has, in the opinion of the Authority, committed a serious or material breach (including, without limitation, fraud, fraudulent misrepresentation or misapplication or misappropriation of BAI funding) or repeated breaches of its obligations under this Contract or of other contract or agreement made between the Contractor and the Authority; or

- A petition is presented for the winding up of the Contractor;
- A petition is presented for the appointment of an examiner to the Contractor;
- A meeting of the Contractor is convened at which a winding up resolution is to be proposed;
- The Contractor suffers the appointment of a receiver or manager over its undertaking or assets or any part thereof;
- The Contractor enters into or proposes to enter into any scheme or compromise or arrangement with its creditors; or
- The Contractor is unable to pay its debts as they fall due.

#### **4.2 Clawback**

If the Authority stops or reduces the Funding and/or terminates this Contract, then the Contractor shall immediately repay to the Authority, on written demand, all of the relevant sums received by the Contractor in respect of the Funding. Any sums not repaid immediately or promptly by the Contractor in accordance with this Contract shall be recoverable by the Authority from the Contractor as a simple contract debt in a court of competent jurisdiction.

### **5. GENERAL TERMS**

#### **5.1 Post Event Report**

The Contractor shall prepare and submit a report of the completed Sponsored Event/s and Activities to the Authority and this shall be submitted no later than two months after the Sponsored Event/s and Activities have been held.

### 5.1 Variation

No variation of this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Except as expressly provided in this Contract, the rights and remedies provided under this Contract are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. Any liability of any party under the provisions of this Contract may in whole or in part be released, varied, impounded or compromised by such party under any liability without it in any way prejudicing or affecting its rights against the other party under the same or a like liability whether joint and several or otherwise. No failure by either party to enforce any provision or term of this Contract shall be construed as a waiver of such provisions or of the right thereafter of the party to enforce the same. Section, clause and schedule headings in this Contract are for ease of reference only and do not affect the construction of any provision. This Contract shall be construed in accordance with the laws of Ireland and the Authority and the Contractor each submit to the exclusive jurisdiction of the Irish courts.

*IMPORTANT NOTE: THE PAYMENT OF THE FUNDING IS CONTINGENT ON THE BAI HAVING THE NECESSARY FINANCIAL RESERVES AVAILABLE.*

**SCHEDULE 1  
SCHEDULE OF SPONSORED EVENT/S AND ACTIVITIES**

Event/s and Activities Description - Breakdown	Dates	Start	Finish	Estimated Cost /s

**BENEFITS TO BAI**

Description	Dates	Start	Finish

**SCHEDULE 2  
BAI SPONSORSHIP FUNDING INSTALMENTS, DRAWDOWN  
SCHEDULE AND BANK DETAILS**

**Total Funding** €

Percentage	Instalments
70%	
30%	

**DRAWDOWN DATE, PERCENTAGE AND AMOUNT OF FUNDING:**

Month/Date	Amount

**BANK ACCOUNT DETAILS**

Bank Account Name	
IBAN Ref	
BIC	
Bank Name	
Bank Address	

I confirm that each funding instalment will be lodged into the project specific Bank Account above and will be retained in the Bank Account at all times unless and until it is used to discharge costs that have been incurred and paid out in undertaking the activity/event.

Signature: \_\_\_\_\_

## **SCHEDULE 3 DELIVERY MATERIAL**

### **Part 1**

- A written request for the first instalment of Funding;
- An invoice specifying the sum of Funding. If the Contractor is VAT-registered, it must issue a valid VAT invoice for payment;
- Copy of valid Tax Clearance Numbers (Registration and Access numbers) which will be used by the BAI to verify that the Contractor is tax compliant; and
- Details of bank account.

### **Part 2**

- A written request for the second instalment of Funding;
- An invoice specifying the balance of Funding. If the Contractor is VAT-registered, it must issue a valid VAT invoice for payment;
- Copy of valid Tax Clearance Numbers (Registration and Access numbers);
- Post Event Report on the completed sponsored event/s and/or activities
- A completed Final Cost Statement signed by the reporting accountant;
- Independent Accountant's Report; and
- Statement of Compliance.

**IN WITNESS** whereof the parties or their duly authorised representatives have executed this Contract and the above Schedules on the date set out below.

**Authorised Signatory**  
**Signed for and on behalf of the Broadcasting Authority of Ireland**

By:

(Signature) \_\_\_\_\_

Name (PRINT):

Title:

Date: \_\_\_\_\_ 2019

**Authorised Signatory**  
**Signed for and on behalf of the Contractor**

By:

(Signature) \_\_\_\_\_

Name (PRINT):

Title:

Date: \_\_\_\_\_ 2019