



SPONSORSHIP AGREEMENT
Africa Aerospace & Defence
Youth Development Programme

This agreement (the “**Agreement**”) made as of _____ (“Effective Date”) is entered into between the Organizers of Africa Aerospace and Defence (the “Organizers”)

THE SPONSOR:

Full Names: _____

Designation: _____

Business Name: _____

Business Address: _____

Co/CC Reg. No of Sponsor: _____

Tel: _____ Fax: _____ Email: _____

WHEREAS: the Sponsor wishes to be associated with the Africa Aerospace and Defence Youth Development Programme (“AAD YDP”);

WHEREAS: the Organizers agree to associate the Sponsor with AAD YDP at the level and under the terms described below;

WHEREFORE, the Organizers and the Sponsor hereby agree as follows-

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to describe the nature and scope of the sponsorship activities and the level of participation provided by the Sponsor to the AAD YDP.

2. TERM OF AGREEMENT

This Agreement shall commence upon the Effective Date and shall end on 25 September 2010 and the receipt by the Organizers of the agreed monetary payment and/or goods or services (the “Sponsorship”) as specified in Clause 3 below.





3. NATURE OF SPONSORSHIP

The Sponsor agrees to provide the following to the Organizers – [specify the detail of what Sponsorship the Sponsor will provide]. **NOTE:** If the Sponsorship involves the loan or supply of vehicles or other corporeal goods, the Sponsor shall remain responsible at own cost to insure this property and any persons conveyed in or on such property).

4. RETURN ON SPONSORSHIP

The Organizers, in return for the Sponsorship, agree to provide the following to the Sponsor – [specify the detail of what the Organizers will provide in return for the Sponsorship] (the “Benefits”).

5. PAYMENT/PERFORMANCE

Where the Sponsor is to provide the Sponsorship in the form of a monetary payment to the Organizers in the amount specified in Clause 3 above, such payment shall be made in one payment, on or before [specify date], in funds that are immediately available to the following bank account:

Nedbank Limited;
Account Name: Africa Aerospace & Defence
Branch: Pretoria, South Africa
Account Number: 1497 012 333
Branch Code: 149745
Ref No: YDP-[Company Name]

Where the Sponsor is to provide Sponsorship in a form other than a monetary payment to the Organizers as specified in Clause 3 above, such sponsorship shall be made available within the period [specify date], as specified by the organizer.

The organizer will make available sponsorship benefits once proof of payment/services sponsored is received and acknowledged by the organizer [specified in Clause 8].

6. PROMOTIONAL LIMITATION

Except as expressly provided herein, neither the Sponsor nor the Organizers shall have the right to use in any way the commercial or trade name, trademark or logo(s), or other identification of the other party without their prior written consent.

The Sponsor hereby grants to the Organizers a royalty-free, non exclusive licence to use or display the trademarks of the Sponsor as specified in Clause 4 above. Such use shall be limited solely to the duration of the sponsorship of 2010 AAD and any advertising or promotional activities relating thereto. The Organizers and Sponsor acknowledge that the provisions of this Clause do not convey any right, title or ownership interest in the trademark.





7. INDEPENDENT CONTRACTOR

The Sponsor and the Organizers shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture between the Sponsor and the Organizers.

8. SERVICES OF NOTICES & ADDRESSES

Africa Aerospace and Defence
Chairperson: AAD 2010 YDP
Janine Fredericks
Tell: 012 428 3390
Fax: 012 347 8016
Cell: 073 386 7386
E-mail: janinef@armscor.co.za

370 Nossob Street
c/o Delmas Avenue and Nossob Street
Erasmuskloof Ext 4
Pretoria

Private Bag x337
Pretoria
0001

All notices or correspondence in terms of this Agreement shall be hand delivered or submitted by certified mail e-mail to address detailed above.

All notices or correspondence sent in terms of this Agreement shall be deemed received by the addressee after an acknowledgement of receipt is issued to the sponsor by e-mail/fax. It remains the sole responsibility of the sponsor to ensure that an acknowledgement of receipt is received from the organizer within reasonable time.

9. BREACH

In the event that a party breaches any term or condition of this Agreement and fails to remedy such breach within 7 (seven) business days after receiving a written notice from the other party calling for the rectification thereof then the aggrieved party shall be entitled to forthwith cancel this Agreement by notice in writing to the other party.

10. TERMINATION FOR CONVENIENCE

The Organizers, by written notice, may terminate this Agreement at any time prior to the commencement of 2010 AAD, in whole or in part, when it is in the best interest of the Organizers to do so. In the event that the Organizers terminate this Agreement, the Organizers shall return to the Sponsor, the goods or monetary amounts specified in Clause 3 above, already committed to or received by the Organizers. Should the sponsor so terminate this Agreement, the Sponsor shall not be entitled to any damages in lieu of termination.





11. CANCELLATIONS

In the event that the Sponsor wishes to cancel some or all of the Sponsorship specified in Clause 3 above, the Sponsor may request the Organizers and the Organizers may grant such cancellation, but only with the following understandings-

- a. All Cancellations must be requested in writing and addressed to the Organizers at the address specified in Clause 8;
- b. If the Organizers grant a cancellation, the Organizers assume no responsibility for having included the Sponsor in the show catalogue, brochures, news releases, or other materials.

12. DISPUTES

In the event of a dispute arising that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.

If the parties cannot agree on an arbitrator then the parties hereby consent to the jurisdiction of the Magistrates Court, Pretoria, to decide any such dispute.

13. INDEMNIFICATION

Each party shall indemnify the other against any claim or damage whatsoever, arising out of this Agreement or breach there-of.

14. FORCE MAJEURE

No party shall be responsible for any events beyond its control, such as acts of God, weather delays, government restrictions, security alerts, any power outage continuing for an uninterupted period of more than 24 hours, loss of the allocated 2010 AAD show venue or unforeseen commercial delays. If 2010 AAD is postponed due to inclement weather or other conditions beyond the Organisers control, 2010 AAD may be rescheduled for another time. The Sponsor shall then be entitled to, and the Organisers agree to give the Sponsor, all of the Sponsorship set forth herein at no additional cost to the Sponsor.

15. GENERAL

This Agreement constitutes the entire agreement between the parties and no amendment or additions to or variation of the terms and conditions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.

No waiver of any breach of any term or condition of this Agreement shall be a waiver of any other breach of the same or any other term or condition of this Agreement.

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21-25 Sept., Air Force Base Ysterplaat, Cape Town, South Africa

The largest exhibition of Air, Sea and Land Capability on the African continent



Neither party shall under any circumstance divulge any information acquired as a result of this Agreement to any third party without prior written consent of the other party. This provision shall survive the expiry or early termination of this Agreement for a minimum period of 24 months. Neither party shall delegate or in any other manner transfer any of its rights and/or obligations in terms of this Agreement.

FOR ORGANIZERS

Signed at: On this day of 2009

BY:

(Duly authorized)

NAME: DESIGNATION:

.....

WITNESS 1:

FOR SPONSOR

Signed at: On this day of 2009

BY:

(Duly authorized)

NAME: DESIGNATION:

.....

WITNESS 1:

