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REEMENT is made on the [] day of []

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"Agreement	this Agreement including its Schedule;
"Promotional	the fundraising and awareness raising activity or s to be carried on by the Commercial Participator described in the Schedule;
"Charitable Contributions	any proceeds of the Promotional Venture raised Commercial Participator for and on behalf of the
"Charity Law	the Charities Act 1992 (as amended by the s Act 2006 and the Charities (Protection and Investment) Act 2016), the Charitable Institutions (Licensing) Regulations 1994, and any additions or amendments thereto;
"Charity Logo	the logo of the Charity [which is registered as a mark no. <<insert number>>] [of which the Charity is the registered proprietor] [the Intellectual Property Rights which are owned by the Charity];
"Charity Name	the Charity's name[s];

"Expiry Date"	means which accord	if sooner the date upon ture will terminate in his Agreement;
"Fundraising Scheme"	means Fundr	aising Practice of the
"Intellectual Property"	means to any any p trade datab right;	ner belonging absolutely s entitled to use including , know-how, trademark, tered design, copyright, ntellectual or commercial
"Term"	means descri	Promotional Venture as
"Territory"	means [<<de	[the United Kingdom] K>>];
"Written Statement"	means Law w a) b)	ch complies with Charity ; and ne following sums is stances: amount of the price paid or service by consumers given by the Commercial or applied for the benefit or , or (if the actual amount at the time when the be made) an estimate of of any [other] proceeds Promotional Venture by the Commercial be so given or applied; or , or (if the actual amount at the time when the be made), an estimate , of the donations to be ied by the Commercial connection with the sale ch such good or service.

2. Term of Promotional Venture

The Term of the Promotional Ven
[<<number>> months/years] subject
Agreement.

3. Responsibilities of the Commercial

The Commercial Participant:

- 3.1 must meet the requirements
participant who is represen
for the benefit of a charitab
requirements are that the
representations with a "Writt

ate>> [to <<date>>] [for
on under the terms of this

ble to it as a commercial
e to be given to or applied
(namely the Charity). The
r must accompany such
d above;

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- 3.2 will provide the Charity with the necessary information and documents to enable the Charity to make a decision on whether to enter into the Agreement with the Commercial Participator in return for the rights as set out below;
- 3.3 will provide the Charity with the necessary information and documents to enable the Charity to make a decision on whether to enter into the Agreement with the Commercial Participator and keep the Charity informed about all promotional activities and any press activities. All promotional materials bearing the Charity's name and logo must include the Charity's name [Name] [and] [Charity Logo]. The Charity's name and logo must, at all times, be accompanied by the Charity's charity registration number (England & Wales). All artwork bearing the Charity's name and logo must have the Trading Company's final approval before use;
- 3.4 will not engage in the promotion or advertising of the Promotional Venture via the internet, direct marketing, or outside the Territory without the Charity's express written consent ;
- 3.5 will allow the Charity to monitor from time to time by the Charity as to how the Promotional Venture is used in promotional materials;
- 3.6 will agree to the Charity's Scheme;
- 3.7 will, in the course of or in connection with the activities under this Agreement, protect vulnerable people and the public from the behaviour referred to below and specify here how the Commercial Participator is to protect vulnerable people. This will depend on the nature of the Promotional Venture.
- The "Scheme" shall be:
- 3.7.1 the use of persistent approaches for the purpose of soliciting money or other property;
- 3.7.2 the use of persistent approaches for the purpose of soliciting money or other property;
- 3.7.3 the use of persistent approaches for the purpose of soliciting money or other property;
- 3.8 will provide the Charity with the necessary information and assistance to enable the Charity to monitor the Commercial Participator's compliance with the Scheme and the Charity's Scheme; and
- 3.9 [will not] will not engage in the promotion or advertising of the Promotional Venture via the internet, direct marketing, or outside the Territory without the Charity's express written consent ;

4. Responsibility

The Charity:

- 4.1 will agree to the Charity's Scheme with the Commercial Participator to ensure the Charity's Scheme is compliant with the Charity Law concerning the content and use of the Scheme;
- 4.2 hereby grants the Commercial Participator a non-exclusive, non-transferable licence to use the Charity's name [Name] [and] [Charity Logo] in the Territory in all promotional materials bearing the Charity's name and logo and shall allow the Commercial Participator to represent itself as operating the Promotional Venture for the benefit of the Charity;
- 4.3 will provide the Commercial Participator to support the Promotional Venture and, where possible, press contacts that will be of use to the Commercial Participator; and
- 4.4 will not engage in the promotion or advertising of the Promotional Venture via the internet, direct marketing, or outside the Territory without the Charity's express written consent ;

- complete the arrangements referred to in clause 3.7 with the Commercial Participant's duty of good faith and proper behaviour referred to in that Sub-clause. The Charity shall ensure that the arrangements are made by the following means: <<specify here the means by which the Commercial Participant enable the Charity to do so>>.
5. **Financial Provisions**
- The Commercial Participant makes to and covenants with the Charity to:
- 5.1 pay to the Charity any deduction or set-off, as specified in 5.2 and 5.3 in respect of Charitable Contributions;
- 5.2 notify the Charity no later than 14 days after the end of the Financial Year of the number of Charitable Contributions that have been made to the Promotional Venture;
- 5.3 pay to the Charity the number of Charitable Contributions plus VAT (as specified in the invoice has been raised by the Charity) and shall do so within 14 days after the date of invoice. It shall pay it:
- EITHER** to the Charity bank account as follows:
- <<name of bank>>
- <<name of branch>>
- Account number <>
- Payment reference <Commercial Participant>>
- Sort code <>
- OR** [specify other means] to the Charity];
- 5.4 in the event of any property other than money which is payable to or for the benefit of the Charity to deal with it in accordance with the instructions given by the Commercial Participant from time to time by the Charity save that in the absence of such instructions, any such property shall be held on trust for the Charity in the condition in which it was received; and
- 5.5 upon request by the Charity to provide a detailed statement of account of the property received by the Commercial Participant and of the proceeds thereof falling to be given to or applied for the benefit of the Charity.
6. **Obligations of the Commercial Participant**
- The Commercial Participant makes to and covenants with the Charity to:-
- 6.1 at all times comply with any relevant provisions of Charity Law (notwithstanding any limitation to the foregoing) make available to the Charity on request and at all reasonable times any books, documents and records (whether kept) which relate to the Charity and are kept for the benefit of the Charity;
- 6.2 work to attract Charitable Contributions;
- 6.3 promote the Promotional Venture throughout the Territory;
- 6.4 protect and preserve for the benefit of the Charity the goodwill associated with the Charity Logo] [and] [other Intellectual Property], and not allow the same to be brought into disrepute;
- 6.5 procure that all employees, servants, consultants and agents of the Commercial Participant are fit and proper persons for the purpose of raising funds for the Charity and are adequately trained in relation to the Promotional Venture.

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- Venture
- 6.6 not commercial to the activities of the Charity and not to be a promotional venture similar to the Promotional Venture within the [UK] [England & Wales] [<define other part/s of UK>] with any other person during the Term or for a period of six months thereafter
7. **Confidentiality**
- 7.1 Each party undertakes to the other party to treat as secret and confidential, for any reason, to disclose or permit to be disclosed to any persons, or to otherwise make use of or permit to be made use of, any information relating to the other party's business or other affairs, or any knowledge or details of the information was received by the other party during the period of this Agreement.
- 7.2 The confidentiality referred to in this clause shall not apply to any confidential information which:
- 7.2.1 is already in the public domain and is at the free disposal of the first party or is already in the public domain prior to the receipt of such confidential information by the first party; or
- 7.2.2 is already available on a non-confidential basis through no fault of the first party; or
- 7.2.3 is lawfully obtained by the first party from a third party, who on receipt of the confidential information from the first party, claims to have no obligations of confidentiality in respect of it and imposes no obligations of confidentiality on the first party.
8. **Intellectual Property**
- 8.1 In connection with the Commercial Participant disclosing its Intellectual Property and authorising the Charity to use it for the purposes only of the Promotional Venture, the Commercial Participant agrees that:
- 8.1.1 the Intellectual Property shall at all times be maintained in strict confidence by the Commercial Participant only in connection with the Promotional Venture;
- 8.1.2 the Intellectual Property being a valuable asset of the Charity, it will not be disclosed to any person for any reason or purpose without the prior written consent of the Charity as appropriate or as provided in the Promotional Venture Agreement;
- 8.1.3 the Commercial Participant shall not do any act or thing to be done in derogation of the Charity's rights in connection with its Intellectual Property either during or after the Term;
- 8.1.4 the Commercial Participant shall not after the Term in any way dispute or impugn the validity of the [Logo] [or] [Name] or other Intellectual Property of the Charity thereto or any person whom the Charity authorises to use the same to use the same both during and after the Term;
- 8.1.5 the Commercial Participant shall not on any website a hyperlink to the Charity's web site without the prior written consent which may be later revoked, in which case the Commercial Participant shall procure that the hyperlink is removed in accordance with the Charity's instructions to do so;

8.1.6

the Term, it shall forthwith discontinue use of the [Name] and any other Intellectual Property of the directly or indirectly, thereafter operate or do in any manner whatsoever that might tend to create an impression that it is in any way associated with the

8.2 When the Commercial Participant designs material for the Promotional Campaign, the Commercial Participant will indemnify the Charity against all claims, costs and expenses (including legal costs) arising from or in connection with the infringement of any intellectual property rights of any third party whether in the United Kingdom or elsewhere.

When the Commercial Participant designs material for the Promotional Campaign, the Commercial Participant will indemnify the Charity against all claims, costs and expenses (including legal costs) arising from or in connection with the infringement of any intellectual property rights of any third party whether in the United Kingdom or elsewhere.

8.3 In connection with the Commercial Participant disclosing its Intellectual Property to the Charity to use it for the purposes only of the Promotional Campaign, the Charity agrees that the Commercial Participant owns all intellectual property rights in any materials produced by it in relation to the Promotional Campaign, except for the exception of the Charity's [Name] [and] [Logo].

In connection with the Commercial Participant disclosing its Intellectual Property to the Charity to use it for the purposes only of the Promotional Campaign, the Charity agrees that the Commercial Participant owns all intellectual property rights in any materials produced by it in relation to the Promotional Campaign, except for the exception of the Charity's [Name] [and] [Logo].

9. Data Protection

9.1 The Commercial Participant will be responsible for ensuring that any personal data that it may use will be processed in accordance with the provisions of the Data Protection Act 1998 (and data subjects' rights thereunder) and its Privacy Policy.

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Commercial Participant will ensure that any personal data that it may use will be processed in accordance with the provisions of the Data Protection Act 1998 (and data subjects' rights thereunder) and its Privacy Policy.

9.3 The Commercial Participant agrees that the Commercial Participant is the data controller for the personal data as is referred to in Clause 10.1, and that it is not responsible for the processing of this Agreement to, and that it will not:

The Commercial Participant agrees that the Commercial Participant is the data controller for the personal data as is referred to in Clause 10.1, and that it is not responsible for the processing of this Agreement to, and that it will not:

9.3.1

process personal data with either or both of the other parties; or

9.3.2

process personal data on behalf of either or both of the other parties.

9.4 For the purposes of the Data Protection Act 1998:

the

9.4.1

legislation in force from time to time in the United Kingdom relating to data protection and privacy including, but not limited to, the EU law version of the General Data Protection Regulation (EU 2016/679) (the "UK GDPR"), as it forms part of the law of England, Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018; and regulations made thereunder; and the Privacy and Electronic Communications Regulations 2003 as amended; and

9.4.2

the terms "data controller", "data processor", "process", and "data subject" shall have the meaning defined in Article 4 of the UK GDPR".

10. Termination

10.1 If either party fails to comply with its obligations under this Agreement, the other party may terminate this Agreement.

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10.1.1

If the Commercial Participant fails to pay any sum due to the Charity for the Promotional Campaign after the due date for payment or to comply with the terms of the Commercial Participant pursuant to this Agreement, the Charity may terminate this Agreement.

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period of 30 days after written notice of such default
given by the Charity to the Commercial Participant;

10.1. If the Commercial Participant ceases or threatens to cease to carry on
any business, or any composition or arrangement with, or any
liquidation for the benefit of, its creditors or purports to
appoint an administrative receiver, administrative receiver, or administrator
of all or part of its assets or, being an individual, becomes
bankrupt or a bankruptcy petition presented against him or, being a
company, is insolvent, or passes any resolution to be wound up
or a winding-up petition presented against it; or

10.1. If the Commercial Participant attempts to assign this Agreement and/or
any part of its assets or, without the prior written consent of the Charity or
the Charity, transfer, sub-licence or otherwise dispose of any of
its assets or the goodwill annexed thereto or asserts any
claim to the reputation or ownership of any of the Charity's
assets or

10.1. If the Commercial Participant, in connection with the promotion of the Charity, the Charity's association with
the Commercial Participant is likely to damage the Charity's reputation.

the Charity, without limiting the Charity's right to any other
action, may terminate this Agreement forthwith upon giving
notice to the Commercial Participant; and/or bring such action
in any court as it or they may deem proper to protect its or
their reputation or

10.2 In the circumstances in 10.1 the Charity shall be entitled to
recover from the Commercial Participant the sum of the costs
incurred by the Charity relative to the default.

10.3 **Inclusion of the Charity's name in the promotional material**
The Commercial Participant shall include the Charity's name in the
promotional material (including the promotional material) and shall
give notice to the Charity of the inclusion of the Charity's name in the
promotional material not less than two months' notice before the
start of the period of the promotion (prescribed in Clause 2) of the
Agreement. [Either party hereto shall be entitled to terminate this
Agreement by giving to the other party not less than two months' notice
in writing.]

10.4 The Commercial Participant undertakes to and covenants with the Charity that
it shall immediately cease carrying out the Promotional

10.4.1 The Commercial Participant shall deliver to the Charity's [Name] [and] [Logo] and other Intellectual
Property as may be required by the Charity;

10.4.2 The Commercial Participant shall deliver to the Charity all originals and copies of all documents and
materials containing or covering in any way the Charity's
Intellectual Property and other Intellectual Property of the Charity; and

10.4.3 The Commercial Participant shall, without deduction or set-off all sums due under this

11. Indemnity

The Commercial Participant shall indemnify the Charity in respect of any claims,
damages, demands, losses, liabilities and expenses of whatsoever suffered by
the Charity (including legal costs and disbursements paid by it) either as a
Commercial Participant in relation to this Agreement or as a result of the
Agreement.

12. **This Agreement is not a partnership**

The parties agree that this Agreement is not a partnership and the Commercial Participator is not an entrepreneur nor is the Commercial Participator entitled to act as nor

a partnership

entrepreneurs nor is the Commercial Participator entitled to act as nor for or bind the Charity.

13. **Successors**

This Agreement is permitted as to be assigned or transferred hereunder with

on and only of benefit to successors in title and hereto, but the Commercial Participator shall not assign or transfer any of its rights or obligations without the consent of the Charity.

14. **Notices**

All notices with connection with this Agreement may be sent to the Charity at <<insert email address>>.

or may decide to give to the other under or in writing to be delivered by hand or by email to that party or by post addressed to that party at the address given above or such other address from time to time be given by the other party by email as herein provided, or in the case of email to the Commercial Participator at <<insert email address>>.

15. **Waiver and**

No failure to exercise any right or remedy under this Agreement shall constitute a waiver of any breach or non-performance of this Agreement shall be deemed to be a waiver of any other provision hereof.

exercising any right or remedy under this Agreement shall constitute a waiver of any breach or non-performance of this Agreement shall be deemed to be a waiver of any other provision hereof.

16. **Variation and**

This Agreement and its subject matter shall be valid unless in writing and signed by each of the parties hereto.

understanding between the parties with respect to this Agreement shall be valid unless in writing and signed by each of the parties hereto.

17. **Law**

This Agreement shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.

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The Promotional Venture

The following notes

The charity will need to provide details of its own particular promotional venture.

The details should be intended to be examples of promotional ventures.

Examples of typical

These are examples of promotional ventures comprising use of a charity's name:

- (i) An event-organising company agrees to stage a ball for a charitable institution. The company agrees to give all the profits of organising the ball and to give all the profits to the charitable institution. The event organising company

EXAMPLE

the following.

schedule, details of its own particular promotional

promotion in full; the following examples are not intended to be examples of promotional ventures.

ventures comprising use of a charity's name:

to stage a ball for a charitable institution. The company agrees to give all the profits of organising the ball and to give all the profits to the charitable institution. The event organising company

makes representation that all profits of the event will be donated to the charity.

(ii) A bank enters into an agreement with a charitable institution for an “affinity” credit card. The bank uses the institution’s name and logo in its marketing of the credit card and agrees to donate £3 for every card account opened by a consumer who spends more than £100 on the card. The bank tells customers about the affinity card when they apply for a credit card about the affinity card and of the charitable institution if the card account is opened and used.

(iii) A company of door-to-door collectors goes from house to house. It intends to sell collected clothes in bulk to a charitable institution that, in return for permission to use the institution’s name on its leaflets as an incentive to householders to donate clothes, will donate £300 per tonne of clothes collected. The company’s leaflets state that it will donate £300 per tonne of clothes collected to the charitable institution.

.....
Duly authorised signatory
For and on behalf of

.....
Duly authorised signatory
For and on behalf of

of the public that all profits of the event will be

a charitable institution for an “affinity” credit card. The bank uses the institution’s name and logo in its marketing of the credit card and agrees to donate £3 for every card account opened by a consumer who spends more than £100 on the card. The bank tells customers about the affinity card when they apply for a credit card about the affinity card and of the charitable institution if the card account is opened and used.

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.....
Special Participant>>

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