

of goods, the alternative, general
ed instead of this template.

It is made on the [] day of []

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

- any registered in England under
se registered office is at] **OR** [of
); and
- England under number <<Company
at] **OR** [of] <<insert Address>>]
Charity Commission of England &
ber>>] [also styled <<insert any
Charity”).

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- to participate in the Promotional Charity has accepted the offer and it is a Financial Participant will participate in the Promotional Charity.
- are to promote awareness of and the types of the Charity and the types of the Charity are set out in the Schedule. No one will benefit from the Promotional Charity.
- to and Charity Name.
- Participant" in connection with the Charity defined under Charity Law.
- Law.

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

Schedule;

business raising activity or
Commercial Participant as

Additional Venture raised by
on behalf of the Charity;

ended by the Charities
Protection and Social
Charitable Institutions
and any additions or

is registered as a trade which the Charity is the actual Property rights in

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

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participator who is not a participant for the benefit of a charitable purpose. The requirements are that the participant must accompany such representations with the following:

- 3.2 will pay £<<amount>> in return for the rights as set out below;
- 3.3 will pre-agree, or agree, the terms and aspects of a public relations campaign. All promotional materials must include the Charity [Name] [and] [Charity Logo]. The materials must be accompanied by the Charity's registration number (England & Wales). All artwork bearing the Charity's name must have the Charity's final approval before it is used;
- 3.4 will not permit any use of the product via broadcast media, the internet, or outside the Territory, without the Charity's consent;
- 3.5 will abide by all directions issued by the Charity [Logo] [Name] in relation to the product and in promotional materials;
- 3.6 will abide by the Voluntary Code of Practice;
- 3.7 will, as required by the Charity, protect all such people and other members of the public by the following measures: The "behaviour" measures are to be given to or applied to the participant body (namely the Charity). The participant must accompany such representations with the following:

The "behaviour" measures are to be given to or applied to the participant body (namely the Charity). The participant must accompany such representations with the following:

- 3.7.1 unreasonable use of the product;
- 3.7.2 making unauthorised use of the product for the purpose of soliciting or raising funds for the Charity;
- 3.7.3 placing undue pressure on the public to give money or other property;

- 3.8 will provide all necessary assistance to enable the Charity to meet its duty under the Charity Act 1960 for the Commercial Participator's compliance with the Voluntary Code of Practice.

4. Responsibilities of the Commercial Participator

The Charity:

- 4.1 will agree the form of the Written Statement to ensure that it complies with the requirements of the Written Statement;
- 4.2 hereby grants the Commercial Participator a non-exclusive, non-transferable sub-licence to use the product and in connection with the Promotional Venture and shall operate the Promotional Venture on behalf of and for the benefit of the Charity;
- 4.3 will work in conjunction with the Commercial Participator to support the Promotional Venture, including, where possible, press contacts that will be

representations are to be given to or applied to the participant body (namely the Charity). The participant must accompany such representations with the following:

in return for the rights as set out below;

the Charity informed about all aspects of a public relations campaign. All promotional materials must include the Charity [Name] [and] [Charity Logo]. The materials must be accompanied by the Charity's registration number (England & Wales). All artwork bearing the Charity's name must have the Charity's final approval before it is used;

the product via broadcast media, the internet, or outside the Territory, without the Charity's consent;

time by the Charity as to how the product and in promotional materials;

me;

course of or in connection with the Commercial Participator's activities under this Agreement, protect vulnerable people from the behaviour referred to below. The Commercial Participator is to ensure that the behaviour referred to below is not repeated on the nature of the Promotional Venture>>.

privacy;

approaches for the purpose of soliciting or raising funds for the Charity;

to give money or other property;

assistance to enable the Charity to meet its duty under the Charity Act 1960 for the Commercial Participator's compliance with the Voluntary Code of Practice.

with the Commercial Participator to ensure that it complies with the requirements of the Written Statement;

a non-exclusive, non-transferable sub-licence to use the product and in connection with the Promotional Venture and shall operate the Promotional Venture on behalf of and for the benefit of the Charity;

Commercial Participator to support the Promotional Venture, including, where possible, press contacts that will be

- of use to the Comm
- 4.4 will monitor both the
clause 3.6 with the
Participant's comp
Participant's duty to
clause. The Charity
<<specify here the a

5. Financial Provisions

The Commercial Participant under

- 5.1 pay to the Charity, v
below, all and any C
- 5.2 notify <<name of co
of the Promotional
have been raised by
- 5.3 pay the VAT invoice
soon as practicable
do so by no later tha
- EITHER [into the Tr
Name: <<name of b
Account Number: <
Payment ref. <<nan
Sort Code: <<numb
OR [by cheque mad
- 5.4 upon written request
in relation to any m
for the benefit of or
the Charity.

6. Obligations of the Comm

The Commercial Participant under

- 6.1 at all times and in a
Law including (but
Charity in legible f
documents or recor
for the purpose of th
- 6.2 work diligently and
- 6.3 promote and advert
- 6.4 ensure that the pro
with all relevant stat
- 6.5 **Include the followi**
to the Charity of the
- 6.6 **Include the follow**
goods, not Xmas
respect of the produ
- 6.7 protect and promote
the Charity's [Name
bring the Charity's N

or's compliance pursuant to Sub-
g Scheme, and the Commercial
-clause 3.7 with the Commercial
behaviour referred to in that Sub-
compliance by the following means:
enable the Charity to do so>>.

with the Charity, to:

set-off, as specified in 5.2 and 5.3

o later than 14 days after the end
of Charitable Contributions that
e;

ritable Contributions plus VAT (as
en raised by the Charity) and shall
of invoice. It shall pay it:

ccount as follows:
Company>>

oator>>

pany]; and

de a detailed statement of account
ed by the Commercial Participant
ven to or applied for the benefit of

with the Charity to:

any relevant provisions of Charity
(foregoing) make available to the
all reasonable times any books,
relate to the Charity and are kept

able Contributions;

uct throughout the Territory;

ality and to comply in all respects
l contain the Written Statement;

more than a year – [provide details
monthly/quarterly>>];

be hazardous (e.g. electrical
ct liability insurance at all times in
of £<<amount>>];

harity the goodwill associated with
her Intellectual Property], and not
ute; and

6.8 not carry on any activity engaged in any project of the [United Kingdom] or any other charity and thereafter.

7. Confidentiality

7.1 Each party ("first party" and confidential and disclosed to any person be made use of, and the finances of the other received by the first

7.2 The obligations of confidential information

7.2.1 is in the position published or such information

7.2.2 is, or becomes no fault of the

7.2.3 is received reasonable confidence obligations of

8. Intellectual Property

8.1 In consideration of authorising the Commercial Promotional Venture

8.1.1 all such Intellectual confidence and with the carrying

8.1.2 all such Intellectual will not disclose purpose except as provided

8.1.3 it will not do Charity's right the Term or

8.1.4 it will not dispute validity of the of the Charity the Charity the Term and

8.1.5 it will not include a hyperlink to the Charity's web site without the case the Commercial removed with

8.1.6 upon the expiry Charity's [Local

activities of the Charity and not to be to the Promotional Venture within <define other part/s of UK>>] with term or for a period of six months

either party agree to treat as secret reason, to disclose or permit to be otherwise make use of or permit to the business or other affairs or or details of the information was of this Agreement.

this clause shall not apply to any which:

free disposal of the first party or is public domain prior to the receipt of

on a non-confidential basis through

party from a third party, who on , claims to have no obligations of respect of it and imposes no st party.

ing its Intellectual Property and use it for the purposes only of the ipator agrees that:

at all times be maintained in strict Social Participator only in connection al Venture;

a valuable asset of the Charity, it to any person for any reason or nt of the Charity as appropriate or

ing to be done in derogation of the Intellectual Property either during

in any way dispute or impugn the [name] or other Intellectual Property arity thereto or any person whom ame to use the same both during

e a hyperlink to the Charity's web which may be later revoked, in which shall procure that the hyperlink is arity's instructions to do so;

all forthwith discontinue use of the y other Intellectual Property of the

- Charity and business undertakings, directly or indirectly, thereafter operate or do in any manner whatsoever that might tend to give the public a false impression of the Charity.
- 8.2 Where the Commercial Participant is a Promotional Venture, the Commercial Participant shall indemnify the Charity against all liability, loss, damage, costs and expenses (including legal costs) arising out of any infringement of any intellectual property rights or other rights in the United Kingdom or elsewhere.
- 8.3 In consideration of 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 shall own all intellectual property rights produced by it in relation to the Promotional Venture and the Charity's [Name] [and] [Logo].
- ## 9. Data Protection
- 9.1 The Commercial Participant shall not collect, process or use any personal data that it may use in accordance with the provisions of the Data Protection Legislation (including its subjects' rights thereunder) and its Privacy Notice.
- 9.2 Complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the law used in using it, details of data subjects' rights and how to exercise them, personal data sharing (where applicable), are set out in the Privacy Notice available from <<insert location>>.
- 9.3 The parties to this Agreement shall agree that the Commercial Participant is the data controller of all personal data referred to in Clause 10.1, and that it is not required to share any personal data with the Charity or both of the other parties; or to process any personal data on behalf of either or both of the other parties.
- 9.4 For the purpose of this Agreement, "personal data" means all information from time to time in the United Kingdom applicable to the protection of personal data and privacy including, but not limited to, the provisions of the General Data Protection Regulation ("UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Regulations made thereunder; and the Communications Regulations 2003 as amended; and "data processor", "process", and "data subject" shall have the meanings defined in Article 4 of the UK GDPR.
- ## 10. Termination
- 10.1 If either:
- 10.1.1 the Commercial Participant fails to pay any sum due to the Charity for a period of 30 days after the date for payment or to comply with

any other of
Agreement f
shall have
Participant;

10.1.2 the Commer
business or
conveyance
do so or h
appointed o
bankrupt or
a company,
up or has a l

10.1.3 the Commer
the benefits
attempts to a
the Intellectual
claim to any
Intellectual P

10.1.4 in the reason
the Commer
reputation;

the Charity may (bu
its election terminat
Commercial Particip
it or they may deem

10.2 In the event of any
recover all and any

10.3 **Include the followi
2) will exceed 12 m
this Agreement at
months' notice of te**

10.4 The Commercial P
that on the Expiry D
Venture and will pro

10.4.1 cease to use
Property of t

10.4.2 return to the
information i
[Name] [and
Intellectual P

10.4.3 pay to the C
Agreement.

11. Indemnity

The Commercial Participator ag
demands, losses, damages, cost
Charity (including reasonable lega
any act or omission of the Comm
of any breach by the Commercial

ercial Participator pursuant to this
after written notice of such default
the Charity to the Commercial

or threatens to cease to carry on
on or arrangement with, or any
benefit of, its creditors or purports to
trative receiver, or administrator
s or, being an individual, becomes
n presented against him or, being
asses any resolution to be wound
ted against it; or

s to assign this Agreement and/or
written consent of the Charity or
nce or otherwise dispose of any of
will annexed thereto or asserts any
ownership of any of the Charity's

arity, the Charity's association with
likely to damage the Charity's

arity's right to any other remedy) at
th upon giving written notice to the
action either at law or in equity as
their rights hereunder.

10.1 the Charity shall be entitled to
default.

Promotion (prescribed in Clause
ere to shall be entitled to terminate
the other party not less than two

o and covenants with the Charity
ease carrying out the Promotional

and] [Logo] [and other Intellectual
quired by the Charity;

nd copies of all documents and
covering in any way the Charity's
Intellectual Property of the Charity's

or set-off all sums due under this

Charity in respect of any claims,
es of whatsoever suffered by the
nts paid by it) either as a result of
on to this Agreement or as a result
terms of this Agreement.

12. This Agreement will not constitute an endorsement

The parties are not partners or joint venturers and shall not act as nor represent itself as agent for the other.

13. Successors and assignment

This Agreement shall be binding upon the parties and their assigns and assignees of the parties hereto but no party shall purport to assign or transfer any of its obligations hereunder without the prior written consent of the Charity.

14. Notices

All notices which either party is required to give in connection with this Agreement must be sent by first class recorded post at the address given above or such other address as may from time to time be notified to the other party as herein provided, or to the Commercial Participant at <<insert email address>> or to the Commercial Participant at <<insert email address>>.

15. Waiver and Forbearance

No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no failure by the other of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement.

16. Variation and Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter and it supersedes all previous agreements and understandings between the parties with respect to its subject matter unless in writing and signed by or on behalf of each of the parties hereto.

17. Law

This Agreement shall be governed by the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

The Promotional Venture shall constitute an endorsement

The following notes are for guidance only.

The charity will need to set out the details of the promotional venture. The details should cover the following points. These are not intended to be examples of promotional ventures.

(1) Examples of typical promotional ventures

These are examples of typical promotional ventures in connection with retail sale of products to the public.

- (i) A charitable institution allows a supplier of a food product to promote that product by allowing the charitable institution 1p for each packet of the product represented in advertisement. The supplier agrees to donate 1p from the sale of each packet of the product to the charitable institution.
- (ii) A charitable institution allows a retailer to use its name and logo on Christmas cards. The retailer agrees to pay the charitable institution 1p for each card sold. The retailer agrees to pay the charitable institution 1p for each card sold.

Commercial Participant entitled to

to successors in title and permitted assignees. The Commercial Participant shall not assign or transfer or sub-license its obligations hereunder without the prior written consent of the Charity.

to give to the other under or in connection with this Agreement or by email to the other or may be sent by first class recorded post at the address given above or such other address as may from time to time be notified to the other party by written notice given to the other party as herein provided, or to the Charity at <<insert email address>> or to the Commercial Participant at <<insert email address>>.

remedy under this Agreement shall constitute a waiver thereof and no failure by the other of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement.

between the parties with respect to its subject matter and it supersedes all previous agreements and understandings between the parties with respect to its subject matter unless in writing and signed by or on behalf of each of the parties hereto.

accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

of its own particular promotional venture. The details should cover the following points. These are not intended to be examples of promotional ventures.

prising use of a charity's name in connection with retail sale of products to the public. These are not intended to be examples of promotional ventures.

to be used by a supplier of a food product to promote that product by allowing the charitable institution 1p for each packet of the product represented in advertisement. The supplier agrees to donate 1p from the sale of each packet of the product to the charitable institution.

er to use its name and logo on Christmas cards. The retailer agrees to pay the charitable institution 1p for each card sold. The retailer agrees to pay the charitable institution 1p for each card sold.

represents that a proportion of the sales of the cards will be given to the charitable institution;

(2) Examples of written statements

These are typical statements but need to be adapted to suit the particular promotion. It need not be

1. <<X%>> of the purchase price will be donated to <<charity>>.
2. For each item sold, <<£X>> will be donated to <<charity>>.
3. <<Company>> will donate <<X%>> of the purchase price of the promotional venture to <<charity>>.
4. <<Company>> will donate <<£X>> to <<charity>> as a result of this promotion for the first <<YYY>> items sold, and a further <<£X>> for each additional item sold.

.....
Duly authorised signatory

For and on behalf of <<full name of company>>

.....
Duly authorised signatory

For and on behalf of <<full name of company>>

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