

SPONSORSHIP AGREEMENT

Contract Number: JoPPP-BIPC2024/Sponsor[Number]

This agreement (hereinafter referred to as the Contract) is made on [DATE] by and between:

[SPONSOR NAME] (hereinafter referred to as Sponsor) and **SARAWAK HEALTH PHARMACY ALLIED ASSOCIATION** [hereinafter referred to as Organizer] for 1st JoPPP-BIPC 2024 to be held on September 20-22, 2024 [hereinafter referred to as the Event].

It is hereby agreed as follows:

1. PAYMENT

1.1 First invoice shall be sent to Sponsor after signing of the Contract. Transaction charges incurred throughout payment of the sponsorship value (hereinafter referred to as Sponsor Fee) stated in sponsorship application form (Schedule 1) shall be borne by Sponsor. All payments are to be paid in Ringgit Malaysia (RM).

1.2 Sponsor shall pay at least twenty-five percent (25%) of Sponsor Fee within thirty (30) Malaysia working days upon receipt of the executed Contract (acknowledgement date of receipt of the fully executed Contract in Schedule 2). Full payment must be completed within next one hundred and twenty (120) days or latest by August 9, 2024 (whichever comes earlier).

1.3 Payment should be transferred to the following bank account:

| | |
|----------------|--|
| Bank Name | : Public Bank Berhad – Padungan Branch, Kuching, Sarawak |
| Account Number | : 3237-694-106 |
| Account Holder | : Persatuan Anggota Farmasi Kesihatan Sarawak (PAFKS) |
| Swift Code | : PBBEMYKLXXX |
| Bank Address | : 7-10, Jalan Chan Bee Kiew, Off Jln Padungan, 93100 Kuching, Sarawak |

1.4 Upon every successful payment, transaction receipt is to be sent to sponsor.jopppbipc24@gmail.com.

1.5 If Sponsor fails to complete payment within deadline thereof, Organizer reserves the rights to terminate the Contract without notice and without obligation to refund any payments of Sponsor Fee previously made. Organizer is expressly authorized to make sponsorship available to others without releasing Sponsor from any liability executed in the Contract. Organizer has the rights to remove Sponsor from event website and all other promotional materials and platforms.

2. SPONSOR CANCELLATION

2.1 Contract must be signed within thirty (30) Malaysia working days upon approval of the sponsorship. Failure of signing the contract within deadline thereof would cause the sponsorship approval to be cancelled and the opportunity is reopened for participation.

2.2 Sponsor may cancel the Contract by providing written notice thereof to Organizer (email to sponsor.jopppbipc24@gmail.com). Cancellation is effective upon written reply by Organizer. If cancellation is effective until three (3) months prior to the Event, fifty percent (50%) of the payments previously made by Sponsor shall be refunded; only twenty-five percent (25%) refund if cancellation is effective within three (3) months before the Event; and no refund (0%) for cancellation that takes effect after August 9, 2024. Refund will be processed after conclusion of the Event.

2.3 Sponsor understands the cancellation refund pursuant to Clause 2.2 as a valid pre-estimate of damages the Event will sustain as a result of Sponsor's cancellation and is not a penalty.

3. CANCELLATION OR INTERRUPTION OF THE EVENT

3.1 If for any reason beyond Event's control (such as fire, casualty, flood, epidemic, accident, and other circumstances), the Event, or any part thereof, is prevented from being held or interrupted, Organizer may cancel the Event. In such circumstances, Organizer shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Sponsor waives claims for damage arising there from.

4. LIMITATION OF LIABILITY; INDEMNITY

4.1 Organizer nor any of its officers, agents or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees or other representatives, resulting from Sponsor's participation in the Event and/ or use of exhibitor space (booth) hereunder, or the failure of Organizer to make available the exhibitor space (booth) or hold the Event, however caused, including that caused by Organizer's or its officers', agents' or other representatives' negligence.

4.2 Sponsor shall indemnify, defend, and hold harmless Organizer and its respective officers, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Event and/or use of exhibitor space (booth) hereunder, or any action or failure to act on the part of Sponsor or its officers, agents or other representatives.

4.3 Sponsor represents and warrants that it complies with all Event rules and regulations, and that it holds the necessary rights to permit the use of the logo and other materials it provides to the Event for the purpose of the Contract; and that the use, reproduction, distribution, or transmission of these materials will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, violation of any anti-discrimination law or regulation, or invasion of any other rights and privacy of any person or entity.

4.4 Organizer reserves the rights to determine and make any thereafter changes to the exhibitor space (booth) for Sponsor subjected to Schedule 1. Sponsor waives claim for any loss arising there from.

4.5 Use of exhibitor space (booth) subjected to Schedule 1, must accord with the following terms and conditions:

- a. Facility Use Terms and Conditions by Borneo Cultures Museum (Schedule 3);
- b. No direct sales during exhibition without permission formally granted by Organizer;
- c. No subletting allotted space to third parties; and
- d. No modification of the exhibitor space (booth) without formal agreement by Organizer.

4.6 In the event of abandonment or rejection of entire or part of the allocated spaces by end of exhibitor's move-in, Organizer has the rights to amend or cancel the Contract and reallocate the space thereof to others without obligation for any refund to Sponsor subjected to Schedule 1.

5. COPYRIGHTED MATERIALS

5.1 Sponsor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.

6. LISTINGS AND PROMOTIONAL MATERIALS

6.1 By participating in the Event, Sponsor grants to Organizer a fully-paid, limited non-exclusive license (if relevant) to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the sponsoring companies at the Event and to use such names in the Event promotional materials. The Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor's items and personnel appearing during the Event may be included in the Event photographs and used for the Event promotional purposes.

6.2 All benefits under the approved sponsorship stated in sponsorship application form (Schedule 1) will come to effect after receipt of first twenty-five percent (25%) payment of Sponsor Fee. However, some benefits might not be available if application is submitted late as these benefits are provided based on the predetermined administrative timeline.

7. SPONSOR CONDUCT

7.1 Sponsor and its employees or representatives shall conduct itself in a manner in accordance with standards of decency and good taste.

8. AMENDMENT, INTERPRETATION

8.1 Organizer shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Event. The connectives "and" and "or" shall be construed both conjunctively and disjunctively, the term "including" shall mean including without limitation, words in the singular include the plural, and words in the plural include the singular.

9. OFFERINGS UPDATE

9.1 All rates and sponsorship offerings are updated as of January 2024.

10. TAXES, LICENSES

10.1 Sponsor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.

11. AGREEMENT TO TERMS, CONDITIONS AND RULES

- 11.1 Sponsor agrees to observe and abide by the foregoing terms, conditions and rules, and by such reasonable additional terms, conditions and rules made by Organizer from time to time for the efficient and safe operation of the Event all of which constitute a part of the Contract. The rights of Organizer under the Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Organizer.

12. ENTIRE AND BINDING CONTRACT

- 12.1 The Contract constitutes the entire agreement between Organizer and Sponsor with respect to the subject matter herein and supersedes all prior written and oral contracts or statement not referenced herein. No representation, statement, condition, warranty or contract not contained or referenced in the Contract shall be binding or have any force or effect whatsoever.

13. NO WAIVER

- 13.1 The failure of either Sponsor or Organizer to enforce any of their rights under the Contract shall not constitute a waiver or modification of the Contract, and either Sponsor or Organizer may, within the time provided by applicable law, take appropriate action to enforce any such rights.

14. SEVERABILITY

- 14.1 If any term or provision of the Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of the Contract shall not be affected thereby, but each term and provision hereunder shall be valid and enforced to the fullest extent permitted by law.

15. MODIFICATION/ ASSIGNMENT

- 15.1 No supplement, assignment, amendment or modification of the Contract shall be effective unless it is in writing and signed by both Organizer and Sponsor.

16. ATTORNEY'S FEES

- 16.1 In any action or proceeding which either Organizer or Sponsor brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorney's fees, which amounts shall be a part of the judgement in said action or proceeding.

17. GOVERNING LAW

- 17.1 The Contract is governed by the laws of Government of Malaysia as applied to contracts entered into and performed within this country. Sponsor agrees that the courts in this country shall constitute the exclusive forum for resolution of breach of any and all disputes arising out of, connected with or related to the Contract of breach of any provision of the Contract.

IN WITNESS WHEREOF Sponsor and Organizer hereunto have caused this Agreement to be signed by their duly authorized representatives on the date first above written.

Organiser

Signed by:)
[Name])
[Designation])
For and on behalf of)
[Name of Organiser])

Signature

In the presence of:)
[Name])
[Designation])
For and on behalf of)
[Name of Organiser])

Signature

Sponsor

Signed by:)
[Name])
[Designation])
For and on behalf of)
[Name of Sponsor])

Signature

In the presence of:)
[Name])
[Designation])
For and on behalf of)
[Name of Sponsor])

Signature

SCHEDULE 1
SPONSORSHIP APPLICATION FORM

SCHEDULE 2

ACKNOWLEDGEMENT OF RECEIPT OF FULLY EXECUTED AGREEMENT BY SPONSOR

The undersigned party representing Sponsor has read and understood the Contract (Ref: JoPPP-BIPC2024/Sponsor[Number]) in its entirety including its attachments (Schedule 1, 2 and 3) and hereby acknowledge receipt of a fully executed copy thereof.

.....

Full Name:

Identification Number:

Designation:

Company Name:

Date:

.....

Witness Full Name:

Identification Number:

Designation:

Company Name:

Date:

SCHEDULE 3

BORNEO CULTURES MUSEUM FACILITY USE TERMS & CONDITIONS



FACILITY USE TERMS & CONDITIONS BORNEO CULTURES MUSEUM



1. BOOKING APPLICATION

- 1.1 Applications to use the facilities of the Borneo Cultures Museum must be made in writing to the Director of the Sarawak Museum Department, by stating the details of the event such as date, venue, name of the event and tentative. All types of applications for the use of Borneo Cultures Museum facilities will be referred to the Director.
- 1.2 Every event's itinerary must strictly follow the Borneo Cultures Museum operational hours.
- 1.3 The following are not permitted in Borneo Cultures Museum facilities:
 - 1.3.1 Activities that involve fire, water and smoke.
 - 1.3.2 Activities that involve cooking, alcohol and food.
 - 1.3.3 Activities that involve weapon.
 - 1.3.4 Any political rallies and extremist activities.
 - 1.3.5 Activities that use living plants and animals.
 - 1.3.6 Activities that involve gambling.
 - 1.3.7 Activities that are prohibited by the Sarawak State Government.
- 1.4 If the event involves the construction of structures, basic drawings including materials and measurements must be submitted. The Sarawak Museum Department reserves the right to cancel the rental approval for the event if the structure does not comply with museum requirements and standards.
- 1.5 All electrical devices that will be used inside the facility room will have to undergo a safety inspection by the Maintenance Unit of Sarawak Museum Department. The event organiser must prepare and submit the list of electrical devices that will be used beforehand.
- 1.6 Organic materials must undergo pest treatment prior to being brought into the Borneo Cultures Museum. Additional on-site treatment is recommended.
- 1.7 Only approved applications will be allowed to use Borneo Cultures Museum facilities and the approved date of use is subject to availability confirmed by the Sarawak Museum Department.
- 1.8 Letter Application must be submitted no later than 2 weeks before the date of use for processing.
- 1.9 The Sarawak Museum Department reserves the right to cancel the approval given to the applicant at any time in the interest of the Sarawak Museum Department and the Sarawak State Government.

2. PAYMENT PROCEDURE

- 2.1 The rental fee must be paid after the T304 bill has been issued. Every payment must be made within 7 days from the date of confirmation.
- 2.2 Every payment of facilities bookings should be made at the ticket counter, located at Level 1, Borneo Cultures Museum by using cash and *e-wallet* S Pay Global only.
- 2.3 The copy of payment receipt must be presented to the Sarawak Museum Department.
- 2.4 If there is any cancellation, payment made for the facilities is not refundable. Only changes of date and time are allowed.

3. FACILITY USE

- 3.1 The event organiser shall clean the venue properly and to be keep clean and free from dirt and rubbish.



BORNEO CULTURES MUSEUM

Phone : 082 – 548215
Email : bcm@sarawak.gov.my



FACILITY USE TERMS & CONDITIONS BORNEO CULTURES MUSEUM



- 3.2 The event organiser is responsible for any damage to the property of the Sarawak Museum Department that occurs during the rental.
- 3.3 The event organiser will be required to pay damages as claimed by the Sarawak Museum Department.
- 3.4 The Sarawak Museum Department will not be responsible for any damage, loss, and personal accident during the event.
- 3.5 The Sarawak Museum Department does not provide additional chairs and tables.
- 3.6 Any changes for the arrangement of chairs and tables must be rearranged according to its original position.
- 3.7 The Sarawak Museum Department will not provide any manpower to help in arranging chairs and tables, therefore the event organiser are fully responsible for the set-up of the event venue.
- 3.8 The Sarawak Museum Department is not responsible for any risk of electrical devices failure and unforeseen events.

4. ADVERTISEMENT

- 4.1 Event organiser is not allowed to carry out any form of business or promotion around the lobby area unless they are permitted by the Sarawak Museum Department.
- 4.2 Event organiser is prohibited from displaying photos, banners, or outdoor advertisements at the Borneo Cultures Museum facilities unless they are permitted by the Sarawak Museum Department.

5. FOOD AND BEVERAGE

- 5.1 Food and beverages are not permitted in the facilities.
- 5.2 Outside food providers are not allowed for events organised in Borneo Cultures Museum. Event organiser are advised to liaise with the Borneo Cultures Museum Restaurant for refreshment orders.

6. VEHICLE PARKING

- 6.1 Event organiser are prohibited to park vehicles other than the provided places. Vehicle parking is limited.
- 6.2 The Sarawak Museum Department will not provide additional parking.

I have read and agree with the terms and conditions above. If I violate the conditions stated above, the Sarawak Museum Department reserves the right to cancel the rental approval.

Signature:

Name:

Date:



BORNEO CULTURES MUSEUM

Phone : 082 – 548215
Email : bcm@sarawak.gov.my