



# SPE Workshop Petroleum Reserves and Resources Estimation

18-19 September 2018  
London, UK

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## Sponsorship Contract

This is a sponsorship contract between the Society of Petroleum Engineers ("SPE"), registered as SPE Ventures Limited, at First Floor Threeways House, 40-44 Clipstone Street, London, W1W 5DW and XXX for the SPE's Workshop "Petroleum Reserves and Resources Estimation". By signing this application, the Sponsor agrees to the full terms and conditions overleaf.

The Sponsor of the abovementioned workshop will be entitled to the following benefits:

- Company logo on event website with link to sponsor's website
- Company logo on sponsor page of onsite delegate pack given to all attendees upon arrival
- Company logo displayed on signage at workshop
- Company logo included in thank you slide displayed in meeting room during all breaks
- One item of company literature on sponsor table within the event
- One complimentary workshop registration
- One company flyer / insert included in the delegate pack

**TOTAL: £2,000 (+ VAT if applicable)**

Accepted by: \_\_\_\_\_  
Authorised by XXX Date

Accepted by: \_\_\_\_\_  
SPE Ventures Limited Date

Thank you for your generous support. An invoice will be sent to you shortly.



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## **Sponsorship Terms and Conditions**

### **1. CONTRACT**

The following provisions, plus any additions and amendments which currently exist or may later be established by SPE, constitute the entire contract and become binding upon acceptance of this contract between the Sponsor, its employees and agents, and SPE.

### **2. LIMITATIONS OF LIABILITY**

A. The individual signing this contract warrants that he or she has the authority to bind contractually the organisation applying for sponsorship.

B. SPE may be held liable for loss, injury, or damages sustained by Sponsor or Sponsor's personnel (i.e., sponsor's agents, servants, invitees, guests or employees) only to the extent such loss, injury or damages are solely caused by the negligence or wilful misconduct of SPE or its agents or employees, and not otherwise.

C. SPE shall not be responsible for any loss of business, loss of profits, injury, damage or expense, of whatever nature that the Sponsor may suffer due to event cancellation as a result of conditions that render the Event impracticable. Causes of impracticability include, but not limited to, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake, or other Acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances.

E. Neither Party shall be responsible for failure or delay of performance if caused by, an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated Party (Force Majeure Event). Each Party will use reasonable efforts to mitigate the effect of a Force Majeure Event. If a Force Majeure Event continues for more than 20 days, either Party may terminate this contract immediately upon written notice to the other Party.

F. SPE may cancel the Event at any time if it determines at any time in its sole discretion that the Event is impractical for any reason, including but not limited to events that are beyond SPE's reasonable control. In the event of such cancellation, SPE will notify the Exhibitor in writing and, in the event of cancellation other than due to events beyond SPE's reasonable control, shall refund the sponsorship payment to the Sponsor on the following pro-rata scale:

- before 17<sup>th</sup> August – 100%

- between 18<sup>th</sup> August and 10<sup>th</sup> September – 50%

- from 11<sup>th</sup> September – No refund

G. SPE may change the name of the event at any time, but cannot change the overall theme or content of the workshop without notifying the sponsor in writing and giving them the opportunity to withdraw from sponsorship if the event is no longer relevant

### **3. SPONSORSHIP GUIDELINES**

A. All copy must be submitted and approved by SPE prior to implementation.

B. All individual and exclusive sponsorships are subject to the right of renewal of the previous year's sponsor.

C. SPE will contact each previous year's sponsor to advise the right of renewal and the deadline they must submit their sponsorship contract and deposit in order to renew their sponsorship.

D. Should the previous year's sponsor not meet the deadline or should they elect not to renew their sponsorship, SPE will then consider this sponsorship available to all SPE exhibitors.

E. It is the responsibility of the sponsor to provide logos in high resolution formats such as EPS, PDF to be used in promotion of the sponsorship.

### **4. LOGO SPECIFICATION**

When returning the contract, the Sponsor shall email a high resolution (at least 300dpi) colour company logo to Emma McGrath at [emcgrath@spe.org](mailto:emcgrath@spe.org). The formats required are high Res jpg as well as vector-based format.

### **5. SPONSORSHIP PAYMENT**

A. The invoice will be issued to the Sponsor once the contract has been signed.

B. SPE requires 100% payment no later than thirty (30) days after the invoice date unless otherwise agreed in writing.

C. Upon receipt of a signed sponsorship contract, SPE will send the Sponsor a 'confirmation notice for sponsorship'. No confirmation will be sent and no sponsorship will be acknowledged or promoted, either in print or on the SPE official



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website, until the Sponsor has submitted the duly executed sponsorship contract. Payment is accepted in GBP only. SPE accepts bank transfers.

## 6. PAYMENT BY BANK TRANSFER

Please include the name of the event, company and invoice number as reference for the transfer.

Account Number: 88083422

Name of Account: SPE Ventures Limited

IBAN Number: GB60 BARC 2067 5988 0834 22 SWIFTBIC : BARCGB22

Sort Code: 20-67-59

Barclays Bank, 50 Pall Mall, London SW1A 1QA, UK

## 7. SPONSOR CANCELLATION POLICY

A. Cancellation by Sponsor must be submitted in writing.

B. Sponsor will be liable for 50% of the total sponsorship amount if notification is received in writing on or before 10th September 2018. No refunds will be made for sponsorship cancelled after 11<sup>th</sup> September 2018.

## 8. VAT REGULATIONS

Sponsorship sales are conducted under both the UK Value Added Tax Act 1994, as amended and the EC VAT law contained in Council Directive 2006/112/EC (Principal VAT Directive) and Council Regulation (EC) No. 1777/2005 (Implementing Regulation). The Implementing Regulation has direct effect from 1 January 2011. Provision of the Sponsor's European VAT registration number will ensure that VAT is reversed charged.

## 9. BUSINESS ETHICS AND ANTI—CORRUPTION

A. For the purposes of this contract "Official" means and includes:

(i) any officer or employee of any government or any department, agency or instrumentality (i.e., any legal entity controlled by the government) thereof, or acting in an official capacity on behalf of any such government, department, agency or instrumentality;

(ii) any political party;

(iii) any official of a political party;

(iv) any candidate for political office; or

(v) any officer or employee of a Public Organization (e.g., United Nations, IMF, World Bank).

B. SPE represents and warrants that it has not offered, paid, promised to pay, authorized the payment of, or transferred, money or anything of value to an Official to secure any improper advantage or benefit in relation to the matters contemplated by this contract either directly or indirectly through a third party.

C. Without limiting the generality of the foregoing, and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions which came into effect on February 15, 1999, and the United States Foreign Corrupt Practices Act, SPE represents and agrees that it will not, directly or indirectly in connection with this contract and the matters resulting therefrom, offer, pay, promise to pay, or authorize the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a high probability that all or a portion of such money or item of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission by such Official to obtain or retain business related to this contract, direct business related to this contract to any person, or to obtain any improper advantage or benefit.

D. SPE covenants that should the Sponsor notify it of any concerns that there has been a breach of the provisions of this contract, SPE shall cooperate in good faith with the Sponsor in determining whether such a breach has occurred. If the Sponsor determines at its sole discretion that there has been such a breach or that SPE has taken any action that would create a material risk of liability for the Sponsor under any applicable law, the Sponsor shall be entitled to treat the breach as an event of default and immediately terminate this contract and SPE shall return to the Sponsor the sponsorship payment made by the Sponsor to SPE pursuant to this contract.



# SPE Workshop

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### 10. GENERAL

A. Survival. All provisions of this contract which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Sponsor's obligations.

B. Governing Law and Jurisdiction. This contract will be construed and enforced in accordance with the laws of the United Kingdom and each party hereby submits to the jurisdiction of the English courts.

C. Severability. If any portion of this contract is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

D. Assignment. Sponsor may not assign this contract without the written consent of SPE.

E. Relationship of Parties. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of the contract.