**Commercial Participation Agreement**

**This agreement is between:**

Sumatran Orangutan Society

Registered office address: Sumatran Orangutan Society, 6 Lombard Street, Abingdon, Oxfordshire, OX14 5BJ, UK

Registered charity number: 1158711.

(the Charity)

**And**

Little Soap Company
Registered office address: 99 Upper High Street, Broadway, Worcestershire, WR12 7AL, UK
Registered company number: 06727643

(the Company also referred to as the Commercial Participator)

This agreement is entered into on the following date: 1st August 2021

**Purpose of this agreement**

The purpose of this agreement is raise funds for, and awareness of, the Charity by means of a cause-related marketing promotion on SOS Soap Bar.

Benefits will also be provided to the Company as described in the objectives below.

**Duration**

The promotion will begin on 19th August 2021, and end when the initial run of 5,000 bars have been sold.

**Objectives**

**a) Shared objectives:**

* To raise Little Soap Company’s profile
* To demonstrate the power of sustainable palm oil to the beauty industry
* To raise £2,500 for Sumatran Orangutan Society
* To plant 1,575 trees

**Commitment**

**The Charity commits to:**

* Provide support for press releases
* Promote the partnership on social media
* Provide a “before” and “after” photo for use by Little Soap.
* Accommodate other requests where reasonable.

**The Company commits to:**

* Promote the bar online.
* Promote the bar via Amazon.
* Attempt to have the bar stocked via supermarkets.
* Accommodate other requests where reasonable.

**Grant of and licenses**

In lieu of a license fee, the company will make a donation of £1,000 towards reforestation products, plus a contribution of 50 pence per product sold during the term. The Charity hereby appoints the company as its non-exclusive licensee to use the Charity’s name and logo in connection with this promotion.

The charity warrants that it has the right to grant the licence.

In consideration of the right to undertake the promotion, the company hereby appoints the Charity as its non-exclusive licensee to use the Company’s name and logo in connection with this promotion.

The company warrants that it has the right to grant the license.

**Obligations of the Commercial Participator**

The Commercial Participator undertakes with the charity that it will:

* Not represent or hold the Charity out as agreeing with or supporting the views of the Commercial Participator in any way which goes beyond the use of the charity’s name and logo in the promotion
* Not bring the Charity into disrepute in anyway whatsoever and that none of its activities or those of any subsidiary or holding company are or will be inimical to the activities of the Charity
* Create and manage the design, artwork, print and manufacture of the Products and all advertising material relating thereto but on condition that it shall obtain the prior written approval of the Charity for all materials which bear the name or logo of the Charity.
* Be responsible for the production, promotion, marketing and distribution of the products.
* Ensure that the products are of good quality and comply in all respects will all relevant statutory and industry standards.
* In connection with the sale by the Commercial Participator of the products the Commercial Participator with pay the agreed contribution to the Charity.
* Ensure that where the charity’s logo is used in the promotion, the products and/or the page of any website or printed catalogue on which the products are advertised for sale shall also be accompanied by the following statement, including links to the Charity’s website and/or the Company’s Charity page as relevant:

“For every SOS Soap Barsold*,* Little Soap Company will donate 50 pence to support Sumatran Orangutan Society (Charity Number 1158711). Find out more here.

* Pay the agreed contribution each quarter to the Charity within 30 days of the end of that quarter.
* Maintain such product liability and other insurance at all time in respect of the products as would be prudent for a business dealing in the product
* Comply at all times with the 1992 Charities Act and the Institute of Fundraising regulations and in particular the Commercial Participator shall state on all notices, advertisements and documents soliciting funds for the Charity the fact that the Charity is a registered charity and the registered charity number.
* Comply at all times with the rules of law relating to all forms of advertising used.
* Notify the charity within fourteen days of any legal proceedings being taken by or against the Commercial Participator in relation to the operation of this agreement; or any other legal proceedings whatsoever taken by or against the Commercial Participator which could damage the reputation of the Charity.
* Not alter the charity’s name or logo in any way.

**VAT**

All sums payable under this agreement are inclusive of any VAT that may be payable by either party.

**Publicity and use of logo**

If either party decides to publicise your partnership via a press release or content on a website, then the press release/content needs to be signed-off by the other partner before it is distributed/published. Also sufficient time should be given for sign off of press releases (minimum 48 hours).

Similarly if either party wishes use the other’s logo then they must gain approval beforehand and follow brand guidelines.

**How the funds will be used**

Sumatran Orangutan Society commits to planting 1,575 trees in our restoration site within three months of the funding being received.

**Termination**

The charity will be entitled to terminate this agreement if:

* The company fails to pay any sum due to the charity by the due date and the charity has given the company thirty days’ notice requiring it to pay and the company has failed to pay in the thirty day period.
* The company does anything which in the reasonable opinion of the charity is likely to bring the name or reputation of the charity into disrepute.

The company shall be entitled to terminate this agreement on thirty days’ notice if in the reasonable opinion of the company the charity does anything that brings the company’s name or reputation into disrepute.

On termination of the agreement the Commercial Participator shall no longer be authorised to use the charity name or logo.

**Indemnity**

The Commercial Participator agrees to indemnify and keep informed the Charity in respect of any costs, fines, loss or liability whatsoever suffered by the Charity anywhere in the world (including reasonable legal costs and disbursements) as a result of:

* Any breach by the Commercial Participator of any of the terms of this Agreement
* The sale of the product by the Commercial Participator in any jurisdiction.

**Amendment**

No amendment or addition shall be made to this agreement unless made in writing and signed by all the parties.

**Force Majeure**

This means any circumstances beyond the reasonable control of the party in question including (but not limited to) war, riots, fire, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant and machinery in accordance with good industrial practice), unavailability of transport or acts of the other party or any third party.

Provided always that the parties take all reasonable steps to prevent and/or mitigate a Force Majeure event, the defaulting party shall be excused performance of its obligations under or pursuant to this agreement and to the extent that its performance is delayed, hindered or prevented by an event of Force Majeure

If subject to Force Majeure the defaulting party shall:

* Use all reasonable endeavours and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.
* Should the event of Force Majeure endure for longer than four weeks this agreement shall automatically terminate.

**Confidentiality**

Both the charity and company agree to treat as secret and confidential any information relating to the business affairs of finances of the other party where that information was received as a result of this agreement.

**Signed on behalf of the charity**

Signature: 

Name: Andrew King

Job Title: Head of Partnerships

**Signed on behalf of the company**

Signature:

Name:

Job Title: