**[Event Name]** is to be held on **[Date]**, at **[Venue]** (Delete if not appropriate)

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| Club Logo 1 | **ICU [CLUB (EVENT)]**  **Imperial College Union,**  **Beit Quad,**  **Prince Consort Road,**  **London,**  **SW7 2BB**  T: 020 759 48060  F: 020 759 48065 |  |



**[SPONSOR NAME] & IMPERIAL COLLEGE UNION [CLUB NAME] SPONSORSHIP AGREEMENT**

The Agreement is made on [Day] / [Month] / [Year] between

1. **Imperial College [Club Name]** of Imperial College Union, Beit Quad, Prince Consort Road, London, SW7 2BB.

and

1. **[SPONSOR NAME]** of [Address, Postcode]**.**

**Background**

a) The Imperial College [CLUB NAME] is the recipient of the sponsorship [FOR EVENT (if required), with Imperial College Union as its guarantors, and beneficiary of the sponsorship subject to the terms and conditions set out in this Agreement.

1. **Definitions and Interpretations**

In this Agreement the following words and phrases shall have the following meanings, unless the context otherwise requires:

“ICU” Imperial College Union.

“Organiser” Imperial College [Club Name].

“Sponsor” [Sponsor name].

“Sponsorship” Sponsorship Fee as outlined in Clause 2.

“Product” Services offered by [Sponsor name].

“Event” [Event name], [Date, Time], at [Venue], [Venue Address].

“Term” The Sponsorship period.

1. **Purpose of the Agreement** 
   1. The purpose of the Agreement is for the Sponsor to provide financial support to Imperial College [CLUB NAME] by way of sponsorship subject to the terms and conditions set out in this Agreement for the academic year of [YEAR]/[YEAR].
   2. This sponsorship agreement will be begin on [Day] / [Month] / [Year] and run until [Day] / [Month] / [Year], unless there is a termination of the agreement outlined in Clauses 6 and 7.
2. **Sponsorship Fee**
   1. Subject to the provisions of this Agreement and to the [CLUB NAME] performing its obligations hereunder and in consideration of the rights granted by the [CLUB NAME] to [SPONSOR NAME] agrees to pay [CLUB NAME] the Sponsorship Fee of £[FEE] (plus VAT @ 20% of £[VAT Amount]) in accordance with the terms of payment. The invoice amount will be for £[FEE + VAT].
3. **Organiser’s Obligations**
   1. Subject to the provision of this Clause 3, the [CLUB NAME] agrees and grants rights and licences to [SPONSOR NAME] for the promotion of [SPONSOR NAME] in association with the [CLUB NAME] as follows:
      1. The [CLUB NAME] will [OBLIGATION] for [SPONSOR NAME].
      2. The [CLUB NAME] will [OBLIGATION] for [SPONSOR NAME].
4. **Sponsor’s Obligations**
   1. In exercising the said rights and licenses, [SPONSOR NAME] shall, subject to receiving a written request from the [CLUB NAME], pay to the [CLUB NAME] the Sponsorship Fee via the accounts of its parent organisation, the Imperial College Union, to whom all monies are to be made payable.
   2. Ensure that the Sponsorship Fee shall reach the ICU accounts in such time as to not impede organisation and running of the event.
   3. Not charge the [CLUB NAME] or ICU any further costs that are not agreed or stated in this contract.
   4. Advise the relevant contact within the [CLUB NAME] if there are problems that prevent the Sponsor from fulfilling any obligations under the purview of this contract.
5. **Organiser’s Rights** 
   1. The Organiser holds the right to amend or terminate the Agreement with the Sponsor if the Sponsor does anything which, in the reasonable opinion of the organiser or to Imperial College Union, brings or is reasonably likely to bring the name, logo or reputation of the Organiser and Imperial College Union into disrepute.
   2. If the Organiser terminates this Agreement, the Sponsor will no longer be authorised to use the event for the advertisement and distribution of its product bearing its name and/or logo and promotion of its companies and products sold in public.
6. **Sponsor’s Rights** 
   1. The Sponsor holds the right to amend or terminate the Agreement with the organisers if the [CLUB NAME] shall not use any of the rights granted herein and will seek to ensure that no member of the [CLUB NAME] shall make any public statement in a manner which, in the reasonable opinion of the Sponsor, is or might be prejudicial or defamatory to the image or reputation of the Sponsor.
7. **Indemnity**
   1. Either party agrees to indemnify the other party in respect of any costs, claims, lose or liability whatsoever suffered by the other party (including reasonable legal costs and disbursements) as a result of any breach, by the party, of any of the terms of this Agreement.
8. **Marks and Consultation**
   1. No Party shall use the logos of any other Party or refer to any other Party in any announcement, statement or publicly available medium without first consulting that other Party and obtaining its prior approval in writing as to its content, timing and distribution, which shall not be unreasonably withheld or delayed. Each Party requiring such consent must give the other Party five (5) working days for approval, unless agreed otherwise.
   2. The Organiser agrees to abide by the guidelines for the use of the Sponsor’s logo in all printed and electronic matter. The guidelines shall be provided to the Organiser by the Sponsor in advance of this agreement.
9. **Confidentiality**
   1. The Organiser agrees with the Sponsor and the Sponsor with the Organiser, to treat as secret and confidential and not to at any time, for any reason, disclose or permit to be disclosed to any person or persons, or otherwise make use of or permit to be made use of, any information relating to the sponsor’s or the Organiser’s business affairs or finances (as the case may be) where knowledge or details of the information were received during the period of this Agreement.
   2. The obligations of confidence referred to in this clause shall not apply to any confidential information which:
      1. Is in the possession of and is at the free disposal of the Organiser or Sponsor, or is published or is otherwise in the public domain prior to the receipt of such information by the Organiser or the Sponsor.
      2. Is or becomes publicly available on a non-confidential basis through no fault of the Organiser or Sponsor.
      3. Is received in good faith by the Organiser or Sponsor from a third party who, on reasonable enquiry by the Organiser or Sponsor, claims to have no obligations of confidence to either party in respect of it and imposes no obligations of confidence upon either party.
10. Force Majeure
    1. If through cancellation or curtailment of [EVENT/AGREEMENT] through no fault of [CLUB NAME], e.g. national mourning day, war or terrorist attack, [SPONSOR NAME] will have no claim for the allocated sponsorship.
11. **Entire Agreement**
    1. This Agreement represents the entire Agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.
    2. This Agreement is personal between the parties involved and valid only for the period of the event as previously outlined.
    3. No amendment or addition to this Agreement shall be made unless made in writing and executed by the parties.
    4. The parties are neither partners nor joint venturers.
    5. This Agreement shall be governed by the laws of England and Wales.
    6. Neither party shall be liable for any breach of any term of this Agreement that is the result of any clause beyond the reasonable control of the party in breach.
    7. Any notice to be served on any of the parties shall be sent by pre-paid recorded delivery or registered post or by telex or facsimile transmission to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting or 24 hours if sent by telex or facsimile transmission to the correct number of the addressee.

As witness to the Agreement the parties have shown their acceptance of the terms and conditions of this Agreement by signing where indicated below:

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| --- | --- |
| *Authorised signatory for and on behalf of [SPONSOR]:*  Signature:  \_  Name:  \_  Position:  \_  Date:  \_ | *Authorised signatory for and on behalf of [CLUB NAME]:*  Signature:  \_  Name:  \_  Position:  \_  Date:  \_ |
| *Imperial College Union authorisation stamp:*   |  | | --- | |  | | *Authorised signatory for and on behalf of Imperial College Union:*  Signature:  \_  Name:  \_  Position:  \_  Date:  \_ |