This Sponsorship Agreement (“**Agreement**”) is made and entered into as of the [date] (“**Effective Date**”) by and between:

1. University of Essex Students’ Union [club/society name] (“**the Recipient**”), a student-run association affiliated to the University of Essex Students’ Union and;
2. [company name and address] (“**the Sponsor**”)

As part of this agreement, The Sponsor has agreed to provide financial support to the Recipient subject to the terms and conditions laid out in this agreement.

1. **Sponsorship Period**
   1. This agreement shall be deemed to have commenced on [date] and shall continue until [date] (“**the Sponsorship Period**”).
2. **Sponsorship Fee**
   1. Subject to the provisions of this agreement and to the Recipient performing its obligations hereunder and in consideration of the rights granted by the Recipient to the Sponsor, the Sponsor agrees to pay a Sponsorship Fee of [£amount] per annum (excluding VAT) (“**the Fee**”).

The fee must be paid to the Recipient in full prior to the provision of the benefits set out in section 4 below.

Invoices are to be sent to:

[Name of contact at sponsor

Address line 1

Address line 2

Address line 3

Post Code]

* 1. In the event that the Sponsorship Fee (or any outstanding balance of the Sponsorship Fee) has not been paid in accordance with the terms under clause 2.1, the Recipient reserves the right to withdraw its provision of the benefits as set out in Clause 3.1.
  2. The Recipient acknowledges and confirms that, save as otherwise expressly recorded in this Agreement; the Sponsor shall not be liable to the Recipient or any other person for any additional cost or expense besides the annual Sponsorship fee.

1. **Recipient Benefits**
   1. Subject to the provision of this agreement and the Recipient performing its obligations hereunder the Sponsor agrees to provide the following benefits to all member of the Recipient:

[Insert the benefits agreed *OR Insert “Non Applicable”*]

1. **Sponsor’s Rights** 
   1. In return for the Fee set out in point 2 and the Benefits set out in point 3, the Recipient shall provide [sponsor’s name] with the following benefits:
   2. Sponsor branding

The Recipient has permission to use the name and logo of the Sponsor in the following ways as described in this Agreement. Use of the sponsor’s logo must be in strict accordance with the branding guidelines set out in Appendix A:

* 1. Advertising opportunities

The Recipient will publish the Sponsor’s logo on its webpage on essexsu.com

The Recipient will use social media, including Facebook, Instagram and Twitter to promote the Sponsor through publishing the Sponsor’s logo, providing a link to the Sponsor’s website, advertising the Sponsor’s events with the Recipients members

The Recipient will acknowledge the Sponsor in its newsletters, which will be issued at least [insert number] times during the sponsorship period

* 1. Club Kit Sponsorship

The Recipient agrees to display the Sponsor’s logo in strict accordance with the guidelines set out in Appendix B

* 1. Events

The Recipient agrees to organise [insert number of events or the title of a specific event] event(s) in collaboration with the Sponsor, allowing for networking and distribution of marketing materials

The Sponsor may use these events to collect contact details, subject to their consent and in accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), Data Protection Act 2018 (DPA) and General Data Protection Regulations 2016/679 (GDPR)

The Recipient agrees to provide the Sponsor with email feedback after all events

* 1. Communication with Sponsor

The Recipient will provide the Sponsor with [Insert frequency and method] reports on how the sponsorship is going and how the benefits outlined have been performed

1. **The Sponsor’s Obligations** 
   1. In exercising the said rights and licences, the Sponsor shall, subject to receiving appropriate invoices, pay the recipient the Sponsorship fee when the same falls due for payment as set out in Clause 2.
2. **The recipient’s Exercise of Rights**
   1. The Recipient shall not use any of the rights granted herein and shall ensure that no member of the Recipient shall make any public statement in a manner which, in the reasonable opinion of the Sponsor, is or might be prejudice or defamatory to the image and reputation of the sponsor.
3. **Postponement of an Event**
   1. Where the benefits set out in Clause 3.1 include an Event that is postponed, and the Event as part of a wider package of benefits, the Recipient will make every endeavour to re-schedule the Event within the sponsorship period or provide an alternative benefit.
   2. Where an Event is postponed, and the event is the only benefit set out in Clause 3.1 the Sponsor reserves the right to ruminate the contract under Clause 8.1 below
4. **Termination**
   1. Either party may immediately terminate this Agreement by giving notice in writing to the other party if that party:

* fails to pay any amount due under this Agreement on the due date and remains in default not less than 10 business days after being notified in writing to make payment
* remains in breach of an obligation under this Agreement (other than failure to pay amounts due under this Agreement) for more than 10 business days after the injured party has, subject to the exception set out in Clause 6.1
* does anything which in the reasonable opinion of the other party could or does damage the reputation of the other party or otherwise bring the party into disrepute
* enters into liquidation or has a receiver, administrator or administrative receiver appointed or ceases to trade.
  1. In the event of termination of this Agreement, all intellectual property rights shall be returned to the Sponsor within 10 Business Days of the termination date

1. **Force Majeure**
   1. Any party that is subject to a Force Majeure event shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent they are unable to perform due to any Force Majeure event provided that:

* It promptly notifies the other party in writing of the nature and extent of the Force Majeure event
* It could not have avoided the Force Majeure event
* It has used all reasonable endeavours to mitigate the effect of the Force Majeure event, to carry out its obligations under this agreement

1. **Entire Agreement**

10.1 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.

IN WITNESS WHEREOF, duly authorised representatives of each of the parties have executed this Agreement as of the Effective Date.

**[Sponsors Name]** **[Club/Society Name]**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**University of Essex Students’ Union**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_