**Sponsorship Agreement between Coventry University**

**Students’ Union [Student Group] and [Sponsor]**

*This sponsorship template has been created to provide both the structure and guidance in setting up an agreement, and the ongoing review of. This agreement is under the umbrella of the Students’ Union and its Terms and Conditions. If you have any questions about this template, please reach out to your staff lead at CUSU.*

*Note: Please edit all aspects highlighted and when completed remove all ‘guidance notes’ (in blue)*

**1. DEFINITIONS**

For the purposes of the agreement:

*Please ensure the contact details of ALL parties are complete and accurate. Note that the sponsors Company Name can be different from their Trading Name. Please capture both, where this is the case. This will make the invoicing process more effective and increase the effectiveness of our due diligence.*

* 1. This agreement is only in relation to a sponsorship for the academic year (2021/2022)
	2. Coventry University Students’ Union [Student Group],The Hub, Jordan Well, Coventry, CV1 5QT is described as ‘Student Group’
	3. Student Group Contact Details: Name, Position, Telephone Number, Email Address
	4. Sponsors – Company & Trading Name, Address
	5. Sponsors Contact Details: Name, Position, Telephone Number, Email Address

**2. DURATION OF AGREEMENT**

*The contract and its obligations will only be active when ALL parties have signed,*

*therefore, you only need to add the end date (which is typically at the end of the*

*academic year and/or committee position)*

2.1 This agreement will last from the date of signature and will terminate on specific date.

**3. ACCEPTANCE OF THIS AGREEMENT**

*This section is designed to make clear what this agreement does and doesn’t cover, and*

*the implications of not delivering*

*against the obligations and/or wider terms.*

3.1 Upon signing this agreement, the sponsor is bound by the Union’s terms and conditions (attached schedule).

3.2 Failure to comply with the terms and conditions of the Students’ Union may result in termination of this contract.

3.3 Unauthorised publicity on campus is prohibited. This includes the employment of Student Brand Managers and distribution channels outside the Union’s control. Unauthorised publicity may result in a penalty clause of £1 + VAT per item payable to Coventry University Students’ Union and termination of this agreement, with all monies remaining payable.

3.4 This agreement and its obligations are between the [Student Group], its Members and the [Sponsor]. This agreement does not cover the wider and/or centralised promotion to Coventry University Students.

3.5 Where it has been evidenced that there has been a in breach in this agreement either party has the right to terminate this agreement in writing with immediate effect. All monies will remain payable (and/or pro rota’d) up to the date of termination.

**4.1 Sponsor Obligations**

*This part of the agreement is where you outline what you expect from the sponsor. What will they deliver? Define all aspect as much as possible. Some example obligations below.*

*NOTE: Below are some example obligations for you to use, edit and/or delete. There is no limit to the number of obligations that you can have.*

4.1.1 Agree to pay a sponsorship fee of £ XXXX. Invoices after all parties have signed this agreement, and in line with the below schedule…

*There will be sponsors who wish to silt the payment through the year, and the below section has accounted for this. Please edit as you and the sponsor see fit. If the sponsor wishes to pay in full, then please delete the payment 2 line.*

Payment 1 – An invoice with be on this [insert date] and will be for [insert amount £]

Payment 2 – An invoice with be on this [insert date] and will be for [insert amount £]

4.1.2 Provide Student Group with all publicity materials needed for the agreed activities, 10 workings days before delivery date and ensure all collateral is inclusive, accessible, and reflective of the Student Community.

4.1.3 To provide Coventry University Students’ Union Partnerships Department at commercial.su@coventry.ac.uk

 with a list of contact details for all Student/Brand Ambassadors (if applicable). Failure to comply, may result in termination of this contract.

4.1.4 To ensure all Brand Ambassadors honour the obligations/guidelines within this contract. This is the responsibility of the Sponsor.

4.1.5 The Sponsor where possible will safeguard the wellbeing and welfare of our members through any events and/or initiatives that form part of this agreement.

**4.2 Student Group Obligations**

*This part of the agreement is where you outline what you will deliver. Defined all aspect as much as possible. Only deliver what you are responsible for i.e your social channels, your members etc.*

*NOTE: Below are some example obligations for you to use, edit and/or delete. There is no limit to the number of obligations that you can have.*

4.2.1 4 (Four) Social Media Posts throughout the term of this agreement. Social channels will be defined with the sponsors at the time of publication.

4.2.2 Advertising on Coventry University Students’ Union [Student Group] website.

4.2.3 [Sponsor] will be invited to any formal events hosted by [Student Group]

4.2.4 [Student Group] will ensure that the activities are carried out on the dates and times as agreed.

4.2.5 Schedule termly review meetings to discuss the progress of this agreement.

**5. Force Majeure**

5.1 The above arrangements, clauses and penalties may not apply in the event of circumstances prevailing beyond all reasonable control, such as acts including (but not limited to) riot, war, strike, crime or an event described by the legal term ‘act of God.’ Where it can be reasonably demonstrated that no negligence or malfeasance has occurred, each party shall bear their own costs in such circumstance.

**SIGNATURES**

*Before signing off on any aspect of this agreement, please send this draft agreement to* *commercial.su@coventry.ac.uk* *for*

*review. Once we are happy with the proposed agreement a member of CUSU staff will sign off and send back to you (the*

*student group) so you can then sign, then forward onto the sponsor for completed sign off. In addition, where possible*

*please send as a PDF for final sign off. This is to avoid any last-minute editing of the agreement and to increase business*

*due diligence and audit.*

**For and on behalf of Your SU**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of the Sponsor**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of the Student Group**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Coventry University Students’ Union Terms and Conditions**

 **Generalities**

* Coventry University Students’ Union (CUSU) has policies that do not allow the promotion of certain products, services and companies. Please note that your proposal / booking may need to be passed and approved by the Students’ Union executive committee before a go ahead is given
* We reserve the right to refuse to distribute any material we deem unsuitable. Our decision is final.
* A media booking does not constitute an endorsement by the Students’ Union, and any promotional material should not suggest such support.
* If you are unsure about your promotion please send any copy, designs and/or an outline of your promotion to the commercial.su@coventry.ac.uk
* Any queries concerning the order must be received within 5 working days from the date of invoice.

 **Liability**

* No client / sponsor may take or receive monies by cheque, cash, debit or credit card or otherwise unless previously agreed by Coventry University Students’ Union.
* Any information collected by client / sponsor may only be used for that sponsor and may not be passed to or sold to any third parties. Clients / sponsors must comply with the Data Protection Act in relation to any data collected or obtained during this agreement.
* Clients / sponsors are responsible at all times for the safety and security of their property. Coventry University Students’ Union cannot be held responsible for any matters outside our control.
* Any client / sponsor planning on giving away food or drink must inform Coventry University Students’ Union prior to the event; if permitted, the client / sponsor must provide evidence of compliance with relevant health and safety legislation and insurance. Sale of food or drink is not permitted.
* All clients / sponsors must adhere to all Coventry University Students’ Union’s policies at all times. Public sensitivity should be considered before the distribution of promotional material. Any violation of The Coventry University Students’ Union policies could result in termination of this agreement without notice, and all monies remaining payable.
* Our decision is final. Failure to comply with these terms will result in your eviction from the events without reimbursement.

**Content & Liability**

* CUSU has policies that prevent promotion of certain products and services. We reserve the right to refuse distribution of

any material at any time.

* CUSU shall be entitled to (or require You to) amend, edit, or withdraw any Material otherwise accepted. CUSU shall also be entitled to decline to publish, omit, suspend, delay, or change the position of any Material otherwise accepted. However, we will use reasonable efforts to comply with Your wishes although we give no representation, warranty or undertaking as to date(s) of placement, the wording, or the quality of reproduction of any Material.

You represent and warrant that:

* You hold the necessary rights, consents and licences required to use, amend, edit, adapt and publish Your Materials for the purposes of these terms; The use, reproduction, publication, distribution or transmission of Your Materials will not violate any applicable laws or any rights of third parties, including, infringement of any copyright, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy, infringement of any discrimination law, or of any other right of any person or entity;
* Any information supplied in connection with the Engagement is accurate, complete, true and not misleading;
* All digital Materials submitted will be free of any viruses, malware, adware, bit torrents, and no Materials will cause an adverse effect of the operation of digital platforms.
* You shall indemnify and hold CUSU harmless from and against all costs, claims, demands, proceedings, liabilities, losses, actions, damages and expenses (including reasonable legal fees) whatsoever made against or incurred by CUSU as a result of, related to or arising in connection with:

A breach of these terms by You; Any acts of defaults by You, Your employees or agents in connection with these terms;

* Any claim brought against CUSU that Materials supplied by You infringes, violates, trespasses or constitutes the unauthorised use or misappropriation of any intellectual property of any third party;
* Any loss, destruction, or damage to property (other than as a result of any default of neglect of ourselves or any person for whom we are responsible) which shall have occurred in connection with any work executed by You under this contract;
* Any error in publication, late publication, non-publication or failure of any cause whatsoever.
* CUSU reserves the right to withdraw and/or refuse to publish or distribute Material without liability to You if it reasonably believes that the Material may make CUSU liable to any complaint, claim or proceedings.
* You accept full responsibility for the quality and safety of any product or service we promote as a result of this agreement.
* CUSU takes no responsibility for the content of Materials and will not be held liable for any transactions that may result.
* You are solely responsible for fulfilling and dealing with any orders and enquiries relating to the goods, services, or promotion to which Your Engagement relates and will indemnify and hold CUSU blameless accordingly.
* Our total liability to You in respect of any costs or losses directly associated with any Engagement contracts with You shall in no circumstances exceed the amount paid by You for the Engagement in the period in which the relevant claim rose.
* You acknowledge and accept that digital and telecommunications systems are not fault free and may from time to time require periods of downtime (being periods during which websites, apps, or other digital services are not available to consumers) for the purpose of repair, maintenance and upgrading. Accordingly, we do not guarantee uninterrupted availability of any CUSU websites, apps, or digital services. You accept that You shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.
* Nothing in these terms shall seek to exclude or limit either party’s liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

 **Inserts, leaflets and posters**

* Coventry University Students’ Union takes no responsibility for the printing of any inserts, leaflets and posters.
* Marketing communications should contain nothing that is likely to cause serious or widespread offence on the grounds of race, religion, sex, sexual orientation, or disability. Compliance will be judged on the context, medium, audience, product, and prevailing standards of decency.
* All collateral should be accessible, inclusive and reflective of the student community. If you are unsure of any aspects of this, please contact a staff lead at Coventry University Students’ Union.

**Payment**

* All orders must be paid for in full within 30 days of receiving an invoice.
* You must have paid all outstanding invoices before CUSU will undertake further Engagements.
* Payments should be made payable to CUSU.
* In the event of late payment CUSU reserves the right:
* To suspend the provision of Engagement activity;
* To charge interest to cover administrative and other associated costs in relation to the late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (“the LCD Act”) where applicable;
* In situations where the LCD Act does not apply, to charge the interest which would be payable were the LCD Act applicable.

**Cancellation and termination**

* All cancellations must be in writing to CUSU, The Hub, Jordan Well, CV1 5QT, or by email to commercial.su@coventry.ac.uk
* CUSU shall be under no obligation to reimburse or refund all or part of any charges after cancellation by You.
* CUSU reserves the right to terminate the contract at any time without incurring any liability to You. Upon termination, CUSU will refund Your payment applicable to any period for which the Engagement will not be active.

**Law**

* This contract shall be subject to English Law and the jurisdiction of the English Courts.