

THIS AGREEMENT is made the            day of            202<>

**BETWEEN**

- (1) The **University of Warwick**, having its administrative offices at University House, Kirby Corner Road, Coventry, CV4 8UW (the “**University**”); and
- (2) <**Company Name**> a company registered in England under company registration number <enter number> whose registered office is at <enter registered address> (the “**Sponsor**”)

(Hereinafter the “Parties” or “Party” respectively)

**1. Recitals**

- 1.1. The University has agreed to host the ICWES18 Conference;
- 1.2. The Sponsor is invited to sponsor the Conference;
- 1.3. The Conference will be held between 1 September 2021 until 3 September 2021 at **online**; and
- 1.4. The Sponsor has been invited and has accepted the invitation to sponsor the Conference.

**2. Definitions**

2.1. In this Agreement the following expressions shall have the meanings set out below.

“Agreement”	means this agreement and any appendices attached hereto;
“Background IPR”	means all IPR owned by or created or developed by the University other than arising from this Agreement;
“Conference”	means the annual ICWES18 Conference to be held at online between 1 September 2021 until 3 September 2021
“Confidential Information”	means all information disclosed whether orally, in writing or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the disclosing party may carry on business) which has value by virtue of not being publicly or generally known;
“Force Majeure”	means in relation to either Party , any circumstances beyond the reasonable control of that Party, including without limitation, acts of God, governmental actions, war or national emergency, riot or civil commotion, fire, explosion, epidemic or similar, strikes, lock outs or other form of industrial action (other than those relating to either Party’s workforce);
“Foreground IPR”	means all IPR created or developed by the University during the course of this Agreement;

“IPR”	means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyright, design right, trade secrets, know how and all similar property rights in inventions, computer programs, designs, and Confidential Information and other intellectual property rights whatsoever and wherever subsisting;
“Sponsorship Fee”	means the payment to be made by the Sponsor to the University in accordance with clause 4 and Appendix A;
“Sponsor Marks”	means the designs, logos, trade names and marks (registered and unregistered) of the Sponsor listed in Appendix B and such other marks, logos or designations of the Sponsor as the Parties may agree from time to time;
“Sponsorship Package”	means the sponsorship package more particularly described in Appendix A.

- 2.2. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 2.3. Clause headings are purely for ease of reference and do not form part or effect the interpretation of this Agreement.
- 2.4. References to clauses and to Appendices are to clauses of and Appendices to this Agreement. Where there is a conflict between the provision of the clauses and the provisions of the Appendices, the provisions of the Appendices shall prevail if not expressly stated differently in the Agreement.

### 3. Sponsorship Package

- 3.1 The University grants to the Sponsor the Sponsorship Package, the benefits of which are detailed in Appendix A.

### 4. Sponsorship Fee

- 4.1. The Sponsor agrees to pay the University the Sponsorship Fee as set out in Appendix A, which excludes any applicable Value Added Tax.
- 4.2. The University will submit an invoice for the Sponsorship Fee and the Sponsor shall pay such Sponsorship Fee within fourteen (14) days of receiving the invoice (“Due Date”).
- 4.3. If any sum payable to the University by the Sponsor is not paid by the Due Date, then without prejudice to any other rights and remedies it may have, the University may suspend performance of its obligations under this Agreement and/or charge interest on a daily basis at the rate of four (4) per cent above the Barclays Bank base rate on any sums remaining unpaid from the Due Date until the date that payment is made in full.

### 5. Intellectual Property

- 5.1. Title to all Background IPR shall remain with the Party providing it.
- 5.2. The Sponsor grants to the University a royalty-free, non-exclusive, non-transferable licence to use the Sponsor Marks and any other IPR of the Sponsor contained in material provided by the Sponsor for the purpose of this Agreement. For the avoidance of doubt, at all times title to and interest in the Sponsor’s IPR shall be the sole and exclusive property of the Sponsor.

5.3 The Sponsor will defend, indemnify and hold the University harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of the use by the University of the Sponsor Marks or the marks of another party authorised by the Sponsor. As a condition of this indemnity the University must:

(a) Notify the Sponsor promptly in writing of any allegation of infringement that it becomes aware of;

(b) Make no admission relating to the infringement;

(c) Allow the Sponsor to conduct all negotiations and proceedings and give the Sponsor all reasonable assistance in doing so (the Sponsor will pay the University's reasonable expenses for such assistance).

5.4. Any Foreground IPR developed by the University during and for the purposes of this Agreement shall remain with the University.

5.5. The University shall use reasonable endeavours to ensure that the Sponsor Marks are used only in the form, colour, design, style and manner directed or approved by the Sponsor and provided by the Sponsor in writing from time to time.

## **6. Confidentiality**

6.1. The Parties agree to treat any Confidential Information received from the other in confidence and to use it only for the purposes of the Conference.

6.2. The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the receiving party or has been independently developed by the receiving Party.

6.3. The Sponsor shall not use the University's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the University's written consent.

6.4. The Sponsor acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 ("FOIA") and shall fully assist the University in complying with its Information disclosure obligations ("Information" has the meaning given to it under S84 FOIA).

6.5. The Sponsor shall and shall procure that its permitted sub-contractors shall:

6.5.1. Deliver to the University all requests for Information immediately and in any event within three (3) working days of the Sponsor receiving such request.

6.5.2. Provide all the information required by the University in a format that is acceptable to the University as soon as practicable and in any event within five (5) working days.

6.5.3. Provide all necessary assistance as requested by the University to enable the University to respond to such request within the time for compliance set out in Section 10 of the FOIA (or Regulation 5 of the Environmental Information Regulations).

6.6. The University shall be solely responsible for determining if any of the Information is exempt from disclosure under the FOIA.

6.7. The University shall exercise reasonable endeavours to seek the views of the Sponsor in relation to Information falling under Clause 6.6. For avoidance of doubt, the University may disclose without consulting or obtaining consent, or despite having taken the Sponsor's views into account.

## **7. Data Protection**

Each party shall comply at all times with the Data Protection Act 2018 , the General Data Protection Regulation (EU) 2016/679, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions ("**Data Protection Legislation**") and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

## 8. **Liability**

- 8.1. Except as expressly stated in this Agreement, to the extent permitted by law, all conditions, warranties, terms and representations, whether express or implied, by statute, common law, custom, trade usage or otherwise are wholly excluded.
- 8.2. The University shall not be liable to the Sponsor under this Agreement for any loss of income, loss of actual or anticipated profits, loss of contracts, loss of business, or for any indirect or consequential losses of any kind, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 8.3. The Parties agree that the liability of the University under this Agreement shall be limited to the value of the money received by the University under this Agreement.
- 8.4. Nothing in this clause 8 shall operate to exclude or restrict the liability of the Parties for death or personal injury arising from negligence.

## 9. **Termination**

- 9.1. This Agreement shall take effect from <insert date> and shall terminate on <insert date> unless terminated earlier in accordance with this clause 9.
- 9.2. Without prejudice to any other right or remedy, either Party may terminate this Agreement at any time by notice in writing to the other Party:
  - 9.2.1. if the other Party is in material breach of this Agreement and the breach is not remedied within thirty (30) days of the other Party receiving notice of it; or
  - 9.2.2. if the other Party becomes insolvent, or takes or suffers any similar or analogous action in any other jurisdiction; or
  - 9.2.3. an event of Force Majeure continues for a period of or exceeding two (2) weeks.
- 9.3. The following obligations and provisions shall survive the expiry or termination of this Agreement for any reason: clause 5 (Intellectual Property), clause 6 (Confidentiality), clause 7 (Data Protection) clause 8 (Liability) and clause 9 (Termination).
- 9.4. If the Conference is cancelled by the University due to an event of Force Majeure then the University shall refund any sums paid to it by the Sponsor less any costs that have already been incurred or unavoidably committed to by the University.

## 10. **Bribery Act 2010**

- 10.1. Both parties shall:
  - 10.1.1. comply with all relevant requirements which shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any amendment thereto;

- 10.1.2. comply with and maintain in place throughout the term of this Agreement its own anti-bribery and anti-corruption policies as well as Adequate Procedures (as defined in S7(2) of the Bribery Act 2010 and the guidance provided under S9); and
- 10.1.3. not engage in any activity, practice or conduct which would constitute an offence under S1, 2 or 6 of the Bribery Act 2010.

**11. General**

- 11.1. Neither Party shall act or describe itself as the agent, employee or partner of the other, nor shall it make any commitments on the other's behalf, and nothing in this Agreement is intended to create an agency, partnership or employment relationship.
- 11.2. Both Parties will be liable for any delay in performing its obligations under this Agreement in the event of Force Majeure and each Party shall use its reasonable endeavours to minimise the effects of an event of Force Majeure.
- 11.3. Any notice given under this Agreement shall be deemed well served if it is sent by recorded delivery addressed to the address above. The day of service shall (unless the contrary is proved) be deemed to be two (2) days after the date of posting.
- 11.4. No failure to enforce a right by either Party shall constitute a waiver under this Agreement.
- 11.5. This Agreement and its Appendix constitutes the entire understanding between the Parties relating to the Conference and may only be amended in writing signed by duly authorised representatives of the Parties.
- 11.6. Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 11.7. Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 11.8. Except as expressly set out in this Agreement, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 11.9. This Agreement shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

**IN AGREEMENT** of the above, each party has signed this Agreement on the date above.

SIGNED FOR AND ON BEHALF OF

**The University of Warwick**

.....

SIGNED FOR AND ON BEHALF OF

**<Insert Sponsor Name>**

.....

## **Appendix A – Sponsorship Package**

### **1. General**

1.1. This Appendix A sets out the offer from the University, to the Sponsor and which is accepted by the Sponsor and which shall be read in conjunction with the Sponsorship Agreement (the “Agreement”).

### **2. Payment**

2.1. The Sponsorship Fee is £<<>> plus VAT.

2.2. The Sponsor shall pay this sum in accordance with Clause 4 of the Agreement.

### **3. The Package**

3.1 As part of the sponsorship package the Sponsor will be entitled to the following:

[Insert details of what the Sponsor is entitled to]

### **4. Accommodation**

For the avoidance of doubt, the Sponsorship Package does not include accommodation costs for representatives of the Sponsor attending the Conference.

Sponsors should contact <<department/organiser's contact>> Office for further information on booking accommodation for delegates.

**Appendix B – Sponsor’s Mark**

Please include here the Sponsor’s trade mark or logo that the Sponsor would wish to be included in the promotional materials as more fully described in Appendix A.

If no trade mark or logo is incorporated into this Appendix B then the Sponsor shall be deemed to have waived its right to have its promotional material published in accordance with Appendix A.

-----END OF DOCUMENT-----