

**SPONSORSHIP AGREEMENT**

The parties

(1) Uppsala universitet, for the purpose of this Agreement acting through its [department/unit], [Address] (hereinafter the ”University”) and

(2) [Name of sponsor], [Address] (hereinafter the “Sponsor”)

hereby agree to the following sponsoring by the Sponsor of the University. The University and the Sponsor may be referred to as a Party individually or as the Parties together below.

**1. Background**

Sponsored activities at the University must be characterized by transparency and must be able to withstand public scrutiny. It is of crucial importance that trust in the University is not damaged through sponsorship collaborations and that sponsored activities therefore must not infringe relevant University guidelines and applicable legislation. Key requirement in this context are that sponsorships must not result in sponsors being granted decisive influence in decision-making processes at the University or that the sponsorship results in a sponsor obtaining exclusive rights to deliver goods or services to the University.

The current sponsorship concerns the following activity (hereinafter the “Event”):

[name the sponsored activity]

1.3 The purpose of the sponsorship is:

 [name the purpose]

**2.** **Sponsorship effort**

*Alternative for cash compensation*

2.1 In consideration of the University’s counter performance stated below during the Event, the Sponsor shall as its sponsorship effort reimburse the University with a total of SEK [amount], excluding VAT.

2.2 Payment is made against invoice. Payment shall be made within 30 days of the invoice date. In the event of late payment, the University has the right to charge late payment interest as well as a fee for written payment reminder in accordance with applicable law.

2.3 Invoicing takes place [specify when invoicing should take place, e.g. in cases of pre-charging when the agreement is signed by both parties].

*Alternative for other forms of compensation than cash*

2.1 In consideration of the University’s counter performance stated below during the Event, the Sponsor shall as its sponsorship effort contribute with [specify the contribution by the Sponsor] with a value of [specify value of contribution], excluding VAT.

2.2 The contribution shall be fulfilled through [specify when and how the contribution is to be fulfilled).

 **3.** **Counter performance and contact persons**

3.1 In return of the Sponsor’s effort, the University undertakes to provide counter performance as set out in Appendix 1.

3.2The value of the counter performance is estimated to amount of: [specify value], excluding VAT.

3.3 The project manager responsible for the implementation of the counter-performance at the University is [enter name and contact details].

The contact person at the Sponsor is [enter name and contact details].

**4. Canceled Event**

4.1 If the Event is canceled by the University it shall refund any cash compensation paid by the Sponsor. Other sponsorship efforts than cash remuneration will not be reimbursed unless this is specifically stated in this Agreement.

**5.** **Cancellation and termination**

5.1 Each Party has the right to terminate this Agreement if the other Party has committed a material breach of this Agreement and has not remedied this within 14 calendar days after receiving notification that the first Party otherwise intends to terminate the Agreement.

5.2 The University reserves the right to terminate this Agreement with immediate effect if the University deems that the University can no longer receive the Sponsor’s contribution in accordance with the University’s sponsorship guidelines. This can be case if the University in its sole discretion deems that the Sponsor, for example but not exhaustively:

* Conducts activities that the University deems harm persons or the environment;
* Conducts activities that discriminate against employees or customers due to e.g. gender, ethnicity, disability, sexual orientation,
* Hires child labor, or
* Conducts activities that the University deems to question scientifically accepted methods or principles.

If the University terminates this Agreement according to this Clause 5.2, the University shall refund any cash compensation paid by Sponsor, provided that the Sponsor has not mislead the University about the existence of the condition that has resulted in the termination. Other sponsorship efforts than cash remuneration will not be reimbursed unless this is specifically stated in this Agreement.

**6.** **Force majeure**

6.1 Neither Party has any obligations to compensate the other Party if the first Party is prevented from carrying out its obligations due to circumstances which it could not have foreseen at the time of entering this Agreement and whose adverse impact it cannot reasonably eliminate.

**7.** **Miscellaneous**

7.1 Neither Party is given the right by this Agreement to use the other Party’s name, logo or trademark for other purposes or in a way other than what is specifically stated in this Agreement.

7.2 [Enter here any other condition relevant for the sponsorship cooperation and which are not already apparent from the wording in this agreement or Appendix 1. Note that it the sponsorship means that the sponsor is granted access to the University’s premises or that the University is given access to the Sponsor’s property, insurances issues may need to be regulated.]

**8.** **Contract period**

8.1 This Agreement enters into force when it is signed by both Parties and ends when [specify time or, alternative, include: *when the University has fulfilled its obligations according to Clause 3 and received the Sponsor’s contribution according to Clause 2*].

9. Disputes and legislation

9.1 Disputes regarding the validity, interpretation or application of this Agreement shall primarily be resolved by negotiations between the Parties. If the Parties cannot reach an agreement, the dispute shall be finally settled in a Swedish court with application of Swedish law.

This Agreement has been drawn up in two copies, of which each Party has taken one.

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| --- | --- |
| For **Uppsala universitet** | For **Sponsorn** |
| Ort och datum: | Ort och datum: |
|  |  |
| Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:  | Name: |
| Title: | Title |

**Appendix 1**

[Describe consideration]