

BOURNEMOUTH UNIVERSITY STANDARD CONDITIONS OF SPONSORSHIP

These Conditions apply to a project organised by Bournemouth University and supported by industry partners who provide a sponsorship fee and/or goods, services or any other benefits in kind.

1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

Business Day: a day (other than a Saturday, Sunday or bank holiday) when the banks in London are generally open for business (collectively **Business Days**);

Commencement Date means the date on which the Contract becomes effective as specified in the Sponsorship Agreement Letter;

Contract means the contract between you and us for the provision of the Sponsorship Contribution which is made up of the Sponsorship Agreement Letter, these Conditions and any annexes or schedules referred to in and attached to the Sponsorship Agreement Letter;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all renewals or extensions of such rights in any part of the world;

Project means the project, event or activity detailed in the Sponsorship Agreement Letter in relation to which the Sponsorship Contribution and Sponsorship Benefits are provided;

Regulations means all applicable legislation and regulations and legal standards or requirements set down under such legislation and regulations from time to time in force;

Sponsor Marks means the logos owned by you, including without limitation any text contained within the logos and colours of the logos and any trademark symbol as per the sample or samples you will provide to us upon request;

Sponsor Materials means any and all items, samples of your products and/or services and promotional, marketing or advertising materials produced by you or on your behalf which bear the University Marks and any other designation which otherwise associates you with the University or the Project;

Sponsorship Benefits means only the benefits to be received by you from us in consideration of the provision of the Sponsorship Contribution including but not limited to rights to use the University Marks as detailed in the Sponsorship Agreement Letter;

Sponsorship Contribution means the contribution to be made to us by you in return for the Sponsorship Benefits including but not limited to any monetary contribution (the **Sponsorship Fee**) or any contribution in kind, such as any goods or services as specified in the Sponsorship Agreement Letter;

Sponsorship Agreement Letter means the letter issued with these Conditions setting out the details of the Project, our requirements for the Sponsorship Contribution and the Sponsorship Benefits;

University means Bournemouth University Higher Education Corporation, a body corporate established as a higher education corporation under section 124 (3) and (4) of the Education Reform Act 1988, whose administrative offices are at Talbot Campus, Fern Barrow, Poole, Dorset BH12 5BB;

University Brand Guidelines means the brand guidelines issued by the University which depict the University Marks and set out the University's requirements for use of the University Mark, as provided to the Sponsor by or on behalf of the University from time to time;

University Marks means the logos owned by us, including without limitation any text contained within the logos and colours of the logos and any trademark symbol as per the sample or samples we will provide to you upon request;

We means the University, and **us** and **our** are also used in relation to the University;

You means you, the person, partnership or company who provide the Sponsorship Contribution under the Sponsorship Agreement Letter. **Your** is also used in relation to **you**.

- 1.2 Words in the singular include the plural and in the plural include the singular.

2. TERM AND MANAGEMENT OF CONTRACT

- 2.1 This Contract shall apply from the commencement date specified in the Sponsorship Agreement Letter, or, where no commencement date is specified, from the date of signature of the Sponsorship Agreement Letter by both parties. Unless otherwise specified in the Sponsorship Agreement Letter, the Contract shall continue until the date when the Sponsorship Contribution has been provided to the University or the date when the Sponsorship Benefits have been provided to the Sponsor, whichever is the later (subject to earlier termination in accordance with this Contract or by the parties' mutual agreement).

- 2.2 Each of us will name a contact who will be responsible for managing all issues relating to the performance of the Contract (**Project Manager**).

3. PROVISION OF SPONSORSHIP BENEFITS

- 3.1 In consideration of your provision to us of the Sponsorship Contribution, we grant to you the Sponsorship Benefits for use by you strictly as specified hereunder. For the avoidance of doubt, no benefits other than the Sponsorship Benefits agreed will accrue to you as a result of this Contract.

- 3.2 If the Project is delayed due to circumstances beyond our reasonable control including without limitation civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic / pandemic or other natural disaster, failure of public or private telecommunications networks, acts or regulations of any governmental or supranational authority, strike, lockouts and industrial disputes ("Force Majeure"), we will be entitled to a reasonable extension of time to re-schedule the Project. We will inform you of the estimated period of delay to the Project and we shall not be liable to you for this delay.

- 3.3 If the Project is cancelled permanently due to an event of Force Majeure, we will use reasonable endeavours to agree with you an alternative project which you could sponsor. However, if no suitable alternative project is identified within thirty (30) days of the date of the relevant notice, you will be entitled to terminate the Contract and the provisions of Condition 10.1 will apply.

- 3.4 All rights not expressly granted to you under this agreement are hereby reserved to us. You acknowledge and agree that:

- (a) we are the owner of all rights in the University Marks; and
- (b) you shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the University Marks other than as expressly stated by us in the Sponsorship Agreement Letter; and
- (c) all uses of the University Marks on Sponsor Materials shall conform with the University Brand Guidelines and the terms of this Contract. You shall, at our

request, promptly withdraw any Sponsor Materials, which, in our opinion, do not comply with the provisions of the University Brand Guidelines or the terms of this Contract.

3.5 In the event that, for whatever reason, we are unable to deliver any of the Sponsorship Benefits precisely as specified in the Sponsorship Agreement Letter, we may substitute alternative benefits of a similar nature to an equivalent value without liability.

3.6 We shall be entitled to enter into any sponsorship arrangement with any third party in relation to the Project. You agree that we will not be considered to be nor deemed to be in breach of any provision of this Contract as a result of entering into such arrangement.

4. PROVISION OF SPONSORSHIP CONTRIBUTION

4.1 In return for the grant of the Sponsorship Benefits, you agree to provide the Sponsorship Contribution.

4.2 The Sponsorship Contribution shall meet all requirements set out in the Sponsorship Agreement Letter and all relevant Regulations.

4.3 Any Sponsorship Fee specified in the Sponsorship Agreement Letter shall be deemed to be exclusive of any VAT that may be payable. If you are not paying us a Sponsorship Fee, the Sponsorship Benefits we provide may attract VAT. Where VAT is payable, we will:

- (a) where a Sponsorship Fee is payable, add VAT at the prevailing rate to the Sponsorship Fee and issue an invoice to you therefor; or otherwise
- (b) issue an invoice to you for the VAT at the prevailing rate payable in respect of the Sponsorship Benefits.

4.4 You are responsible for assessing whether VAT is payable on your Sponsorship Contribution excluding the Sponsorship Fee ("Non-Financial Contribution"). Where VAT is payable, you will:

- (a) issue an invoice to us for the VAT at the prevailing rate payable in respect of the Non-Financial Contribution within thirty (30) days of the Commencement Date or as otherwise specified in the Sponsorship Agreement Letter.

4.5 Any sums payable under this Contract (including any Sponsorship Fee included in the Sponsorship Contribution) shall be payable within thirty (30) days of the date of an invoice requesting such payment and shall, subject to Condition 11.1, be made in full without any set-off, deduction or other withholding whatsoever.

4.6 If the Sponsorship Contribution includes the provision of any goods or services, you warrant that:

- (a) the goods will be provided to our reasonable satisfaction and be of satisfactory quality, workmanship and design; and
- (b) the services provided will be to our reasonable satisfaction and must be carried out with all reasonable skill and care.

4.7 All other conditions and warranties implied by law applicable to any goods or services you provide to us under the Contract shall be deemed to be incorporated in the Contract and no exclusion or limitation of any such implied conditions or warranty by you shall be accepted by us.

- 4.8 You are providing the Sponsorship Contribution solely to receive the Sponsorship Benefits and you (or any person employed by you or acting on your behalf with or without your knowledge) must not do anything that gives or offers any kind of inducement or reward to any person employed or engaged by us in relation to this Contract or any other contract.

5. USE OF SPONSOR MARKS

- 5.1 If the Sponsorship Benefits include the use by us of your name and the Sponsor Marks, we will be entitled to use the same on any material including, without limitation, press releases, publications and other promotional material in connection with the Project.
- 5.2 You grant to us a royalty free, non-exclusive licence to use and reproduce the Sponsor Marks in connection with the Project for the duration of the Contract.
- 5.3 Unless otherwise specified in the Sponsorship Agreement Letter, we will have full discretion to use your name and the Sponsor Marks in connection with the Project as we consider appropriate including, without limitation, size, location and prominence of your name and/or Sponsor Marks.
- 5.4 If you send us any alterations to the Sponsor Marks and/or your name and request us to substitute the altered version for all existing versions, we will comply with your request if it is reasonably practicable for us to do so. You will meet or reimburse us the costs of any removal from circulation, reprinting and/or recirculation required as a result of your request.
- 5.5 You warrant that the provision by us of the Sponsorship Benefits, to the extent that they relate to material or data provided by you (including, without limitation, the Sponsor Marks), will not infringe the Intellectual Property Rights of any third party.

6. PROTECTING THE UNIVERSITY'S REPUTATION

- 6.1 You agree that you will not:
- (a) do anything which brings the University or the University Marks into disrepute in any way; or
 - (b) carry out any activities which could affect the University's ability to further its charitable educational objects or which could compromise its academic freedom or integrity.
- 6.2 Any breach of Condition 6.1 shall be deemed to be a material breach of this Contract and the provisions of Condition 10.1 will apply.

7. CONFIDENTIALITY

- 7.1 Neither of us will disclose to any third party without the prior written consent of the other party any proprietary or confidential information which is disclosed by either of us to the other for the purposes of this Contract whether orally, in writing or by any other means before or during the period of this Contract, including but not limited to information relating to the other party's Intellectual Property Rights and business affairs ("Confidential Information"). Each of us agrees that any Confidential Information received from the other party shall be used only for the purposes of this Contract. The Confidential Information may be disclosed to our

respective employees involved in the Project. These restrictions will not apply to any information which:

- (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Condition 7.1; or
- (b) is acquired from a third party who owes no obligation of confidence to the disclosing party in respect of the information; or
- (c) is or has been independently developed by the recipient without recourse to the Confidential Information of the other party; or
- (d) the recipient can show was known to it prior to receipt.

7.2 Notwithstanding Condition 7.1 above, either of us will be entitled to disclose Confidential Information of the other to:

- (a) our respective insurers or legal advisers; or
- (b) a third party to the extent that this is required by law, by any court of competent jurisdiction, or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) and where reasonably practical, not less than two (2) Business Days notice in writing is first given to the other party.

8. PUBLICITY

8.1 We will be entitled to publicise and promote the Project in our publicity and marketing materials in any manner we think appropriate.

8.2 You undertake to ensure that your advertising and marketing of the Project shall in no way reduce or diminish our reputation, image and prestige.

9. TERMINATION

9.1 The Contract may be terminated by either party on written notice with immediate effect if the other commits a material breach of any term of this Contract which, in the case of a breach capable of being remedied, is not remedied within fourteen (14) days of a written request to remedy the same.

9.2 The Contract may be terminated by either of us by written notice in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on the business or in the reasonable opinion of the other party any of these events appears likely.

10. EFFECT OF TERMINATION

10.1 On expiry or termination of this Contract:

- (a) all of the Sponsorship Benefits shall forthwith terminate and automatically revert to us;
- (b) you shall not use or exploit your previous connection with us in relation to the Project, whether directly or indirectly;
- (c) each party shall promptly return to the other all of the property of the other within its possession;

- (d) subject to Condition 11.1, we will reimburse you, if requested, for the portion of the Sponsorship Fee (if any) paid to us which remains uncommitted as at the date of termination;
- (e) you will reimburse us, if requested, for the VAT (if any) paid to you which is no longer applicable as at the date of termination;
- (f) any accrued rights or liabilities of either party will not be affected;
- (g) the coming into force or the continuance in force of any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after such termination will not be affected.

11. RECOVERY OF SUMS DUE

- 11.1 If you owe us any money under the Contract and at the same time we owe or are due to pay you money, either under this Contract or for any other reason, we can deduct the money you owe us from the money we owe or are due to pay you.

12. LIABILITY, INDEMNITY AND INSURANCE

- 12.1 You will be liable for any losses, including costs and expenses in relation to any claims, which we may incur as a result of any other person making a claim that the provision of the Sponsorship Contribution (or any part thereof) or the use by us of the Sponsor Marks breaches any Intellectual Property Rights or any other rights to which that person is entitled.
- 12.2 If the Sponsorship Contribution includes the provision of any goods or services, you will be liable for any losses, including costs and expense in relation to any claims, which we may incur as a result of your negligence, any breach by you of the Contract or any damage to property, personal injury or death caused by you, your servants or agents in the provision of such goods or services.
- 12.3 Except in respect of death or personal injury caused by our negligence or the negligence of our employees acting in the course of their employment, liability for fraudulent misrepresentation or any other liability which by law we cannot exclude, we shall not be liable for any loss injury or damage however it arises and whether direct, indirect or consequential suffered by or occasioned to you, your servants or agents as a result of any matter connected with this Contract (including its formation).
- 12.4 Our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under this Contract in respect of any one or more incidents or occurrences during the period of the Contract shall be limited to a sum equal to the amount of the Sponsorship Fee received by the University as at the date of such act or omission.
- 12.5 Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any Intellectual Property Rights of either party which comes to the other's notice, and of any claim by any third party relating to such Intellectual Property Rights or the Project coming to its notice.
- 12.6 You must insure yourself against all potential liabilities you may have under the Contract at an appropriate level of cover and with a reputable insurance company. You will immediately show us the insurances policies and evidence that the most recent premiums have been paid upon request.

13. ASSIGNMENT

- 13.1 Neither party may assign, transfer, charge or otherwise seek to deal with any of its rights or obligations under this agreement without the prior written consent of the other party.

14. WAIVER

- 14.1 No delay by either you or us in enforcing any of the terms or conditions of this Contract will affect or restrict that party's rights or remedies arising under the Contract. No waiver of any term or condition of this Contract will be effective unless made in writing.

15. NOTICES

- 15.1 Notices must be served either personally or sent by prepaid post to the address of the other party given in the Sponsorship Agreement Letter or such other address as the relevant party may have notified to the other during the period of the Contract. Any notice sent by prepaid post will be deemed to have been delivered on the second working day after the date on which it was posted. A notice required to be given under this Contract shall not be validly served if sent by email.

16. VARIATION

- 16.1 No variation of this Contract shall be valid unless it is in writing and signed by both parties.

17. SURVIVAL

- 17.1 The provisions of this Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both of us.

18. ENTIRE AGREEMENT

- 18.1 The Contract forms the entire agreement between us relating to the Project. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The headings and titles in this Contract are included to make it easier to read but do not form part of the Contract or affect its interpretation.

19. PRECEDENCE

- 19.1 In the event of any conflict between these Conditions and the Sponsorship Agreement Letter and any other document which forms part of the Contract, the Sponsorship Agreement Letter will take precedence.

20. DEFINED TERMS

- 20.1 All terms referred to or defined in the Sponsorship Agreement Letter shall have the same meaning in these Conditions and vice versa.

21. THIRD PARTY RIGHTS

- 21.1 For the avoidance of doubt, nothing in this Contract shall confer on any third party any benefit or the right to enforce any provisions of this Contract.

22. GOVERNING LAW

- 22.1 This Contract shall be subject to and governed by English law and any disputes arising from or under it shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 22.2 Should any dispute arise between us we will in the first instance attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial we will seek to resolve the dispute through mediation.