



SPONSORSHIP AGREEMENT

BETWEEN:

Memorial University of Newfoundland
("Memorial")

AND:

("Sponsor")

(Together referred to as the "Parties")

WHEREAS Memorial has identified a sponsorship opportunity with the Sponsor in alignment with the institution's Sponsorship Guidelines and reached agreeable terms and conditions for said sponsorship;

WHEREAS the Sponsor has provided sponsorship benefits that meet the institution's needs:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties agree as follows:

1. Term

This Agreement is effective as of the date of execution by the last party to sign. It commences on _____ terminates on _____.

Either party may terminate this Agreement by giving the defaulting party written notice if the defaulting party commits a substantial breach of any of its obligations under this Agreement and fails to remedy the breach, to the reasonable satisfaction of the non-offending Party, within fourteen days after receiving notice requiring it to do so.

Either party may also terminate this Agreement for convenience by giving the other party 30 days' written notice.

2. Renewal Option

Upon expiry, and unless this Agreement has been terminated in accordance with clause 1 above, this Agreement may be renewed for an additional _____, on the same terms and conditions as contained herein. In the event that any changes to the terms and conditions are required, the Parties shall, in good faith, negotiate a new agreement. In the event that a new agreement cannot be negotiated, the sponsorship relationship will end.

3. Sponsorship Details

[Details of the Sponsorship arrangement are provided here]

4. Obligations of the Sponsor

[Details of the Sponsor's obligations under this agreement]

No change, addition, or deletion to the Sponsor's obligations shall be undertaken by the Sponsor unless such change, addition or deletion has been first agreed to by Memorial in writing.

5. Obligations of Memorial

[Details of Memorial's obligations under this agreement]

No change, addition, or deletion to the Memoria's obligations shall be undertaken by Memorial unless such change, addition or deletion has been first agreed to by the Sponsor in writing.

6. Payment Schedule:

[Include the payment schedule of the sponsorship payments, as well as any other deliverable tied to the payment schedule]

7. The Benefits to Memorial

[Detail the benefits to Memorial of the sponsorship agreement]

8. Use of Memorial marks

Permission is given to Sponsor to use the official marks of Memorial, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative events between the institutions; provided, however, the Sponsor shall comply with Memorial's guidelines and brand standards with respect to such use as set out at:

<https://www.mun.ca/marcomm/memorials-brand/brand-standards/>

9. General

The Sponsor agrees to comply with the applicable policies, standards, procedures, conventions, techniques, rules and regulations of Memorial which are from time to time in force, and which are brought to the Sponsor's attention or those of which the Sponsor should reasonably be aware, including, without limitation, workplace safety policies, human rights policies and legal requirements concerning all aspects of the Sponsor's dealings with Memorial.

Any information of a character confidential to the affairs of Memorial to which the Sponsor becomes privy as a result of the Sponsorship Agreement shall be treated as confidential.

Should the Sponsor gain access to personal information, as that term is defined under The Access to Information and Protection of Privacy Act, 2015 (Newfoundland and Labrador), the Sponsor shall, and anyone acting on behalf of or through the Sponsor shall, ensure that all such personal information is kept strictly confidential and is not disclosed without the written consent of Memorial both during as well as after performance of this Agreement. This clause survives termination of this Agreement.

The Parties agree to indemnify and save harmless one another, their officers, employees and agents against any and all liability, loss, damage, cost or expense which the non-offending Party may sustain, incur, suffer or be required to pay by reason of the offending Party's breach of this Agreement or act or omission in the performance of the obligations under this Agreement, for which the offending Party would be responsible in law.

Neither party hereto shall be held responsible for the prevention of, or delay in carrying out the provisions of this Agreement due to any cause, existing or future, which is beyond the reasonable control of the affected party, its employees or agents, including, without prejudice to the generality of the foregoing, acts of God, pandemics, endemics, public health emergencies, strikes, lockouts, or accidents. The parties will make their best effort to develop and implement work-around plans and use all reasonable means to recover any time lost as a result of the delay.

10. Governing Law

This Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the courts in the Province of Newfoundland and Labrador.

I have read and agree to all terms as written in this Agreement.

Sponsor:

Print Name:

Position:

Signature:

Date:

Memorial:

Print Name:

Position:

Signature:

Date: