

Instructions for Completing a Sponsorship Agreement with an External Party

When to complete a Sponsorship Agreement

Complete a Sponsorship Agreement when the University contributes to an event produced by another entity **and** receives a benefit in exchange. Goodwill or networking is **not** a benefit. If the sponsorship has already occurred, do **not** use this form — follow Unauthorized Purchasing instructions.

Common sponsorship benefits include:

- Name/logo recognition in event materials
- Name/logo recognition on an event website
- Verbal acknowledgement of sponsorship during an event
- Invitations to attend sponsor events

Do not use this form for

- **Tickets or a table** with no recognition of the University's name. Treat as Travel, even if called a "sponsorship."
- **Goodwill contributions** to a registered nonprofit. Process as a Payment Request under Gifts and Donations.
- **Sponsorships of \$5,000 or more.** Submit a non-catalog Requisition for Contracting Services review.

If unsure whether this form applies, contact Business & Revenue Contracts.

Procedure

1. Complete the Sponsorship Agreement on the SCM Forms page.

- Enter data in the form fields only. **Do not modify any other text.**
- If the contractor requests changes, submit a non-catalog Requisition with the proposed modifications attached and check **Need Buyer Review** so it routes to Business & Revenue Contracts.

2. Attach Exhibit A to the Sponsorship Agreement.

- Description of the event and benefits the University will receive
- Specific location, date, and time
- Total dollar amount the sponsor will spend
- Contractor sponsorship materials, and if available a letter of sponsorship levels and benefits

3. Obtain the contractor's signature. A certified electronic signature is acceptable.

4. Complete a non-catalog Requisition.

- **Item Description:** complete description of the event being sponsored
- **Category:** Services — Public relations, marketing, and sponsorships
- **Supplier:** contractor name from the signed Sponsorship Agreement

5. Attach the signed Sponsorship Agreement and Exhibit A to the Requisition.

6. After full approval, provide a copy of the Purchase Order to the other party.

SPONSORSHIP AGREEMENT

(_____)

THIS SPONSORSHIP AGREEMENT is made as of the date of the last signature below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of the UC Davis _____ (University) and _____ (Contractor).

The parties agree as follows:

1. **Sponsorship.** University agrees to be a _____ sponsor of Contractor's _____, to be held _____ at _____ (Event); details of Event and benefit(s) of sponsorship are described in Exhibit A, attached hereto and made a part hereof.
2. **Payment.** In consideration of sponsorship, University shall pay \$_____ to Contractor upon execution of this agreement. If any of the events set forth herein are cancelled or terminated, Contractor shall promptly refund the related sponsorship payment to University.
3. **Endorsement disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Contractor; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Contractor.
4. **Amendment.** This agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
5. **Indemnification.** Contractor will defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Contractor, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Contractor or any person or persons under Contractor's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Contractor, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Contractor, or any person or persons under Contractor's direction and control. University agrees to provide Contractor with prompt notice of any such claim or action and to permit Contractor to defend any claim or action, and that University will cooperate fully in such defense. University retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

6. **Relationship of the Parties.** The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
7. **Use of University's name.** Except as authorized herein, Contractor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
8. **Notice.** Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:
- Business & Revenue Contracts _____
University of California, Davis _____
1441 Research Park Dr, Ste 172 _____
Davis, CA 95618 _____

9. **Governing Law.** This agreement shall be construed pursuant to California law.
10. **Entire Agreement.** This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____