

Instructions for Completing a Sponsorship Agreement with an External Party

When to complete a Sponsorship Agreement

A Sponsorship Agreement must be completed when the University makes a contribution in support of an event produced by another entity, *and* the University is receiving a benefit in exchange for the financial contribution. Examples of common sponsorship benefit 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

For purposes of a Sponsorship Agreement, goodwill or the ability of student, staff, and/or faculty to network is *not* considered a benefit.

A Sponsorship Agreement is not appropriate if the sponsorship has already occurred. In that case, please submit a confirming order justification form and requisition to Procurement & Contracting Services.

The sponsorship agreement *should not* be used for any of the following transactions:

- Purchase of tickets to an event or a table at an event if there is no recognition of the University's name during the event. These transactions are considered Travel and follow [travel payment and reimbursement policies](#), even if the event coordinators refer to the transaction as a "sponsorship."
- Financial contributions made by the University to a registered non-profit organization to promote goodwill or to advance the mission of the University. These contributions should be processed as [Donations](#).
- Sponsorships in excess of \$4,999. These should be submitted on a [Requisition](#) in KFS and will route to Contracting Services for approval.

If you are unsure whether this form should be completed for your transaction, contact [Business & Revenue Contracts](#) for guidance.

Procedure:

1. Complete a Sponsorship Agreement:
 - a. Enter the appropriate data in the fields on the form. *Do not* modify any of the other text. If the contractor requests modifications, submit a [Requisition](#), with a copy of the contractor's proposed modifications attached. Make sure to check the restricted box on the current items line so that the requisition routes to Business & Revenue Contracts.
 - b. Prepare a description of the sponsorship, including details of the event and benefits to be received by the University. Attach it to the Sponsorship Agreement as Exhibit A. (See Section 1 of the Sponsorship Agreement.) Include any sponsorship documentation from the contractor in Exhibit A.

2. Obtain the signature of the contractor on the Sponsorship Agreement. A certified electronic signature is acceptable.
3. Complete a [Requisition](#), using commodity code **80141609**. Use the contractor name from the signed Sponsorship Agreement as the vendor name on the Requisition, and include a complete description of the event being sponsored. Scan the signed Sponsorship Agreement, including Exhibit A, and attach it to your Requisition.

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:

UNIVERSITY _____
Business & Revenue Contracts _____
University of California, Davis _____
260 Cousteau Place, Suite 150 _____
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: _____