

Sponsoring Agreement

by an between

Goethe-Universität Frankfurt am Main,
represented by its President,
Theodor-W.-Adorno-Platz 1,
60323 Frankfurt am Main

Responsible Scientific Institution: _____

Responsible Director of Department: _____

-hereinafter referred to as "GUF"-

und

XXX
represented by ...,
...,
...

-hereinafter referred to as „Sponsor“-

-both hereinafter individually and collectively referred to as Party or Parties-

the following contract is entered into:

Recitals

<p>The recitals will set out the specific circumstances which led to the drawing up of the agreement. Its intention is to explain the spirit of the agreement so that, in the event of problems with the interpretation of individual provisions, the background of them can be made more intelligible. In particular, there should be a short statement on the contracting</p>

Parties. Also the particular interest of the Sponsor in underlining its commitment by supporting the planned actions shall be outlined.

1. Subject of the Agreement

[Specified description of the event/ action that will be supported by the Sponsor.]

2. Performance of GUF

- 2.1 In the period from [Date] to [Date], GUF undertakes to [exact description of the performances given by GUF and specified details on how GUF will allow Sponsor to acquaint its sponsorship]. The Sponsor is interested in underlining its commitment in this area by supporting the planned performance as regulated in section 3.
- 2.2 GUF is not entitled to modify the promotional references of the Sponsor and will not remove or change the Sponsor's logo or identifying symbols or obscure said promotional references all or in sections.
- 2.3 If a partial performance will not be rendered as owed by GUF, the Sponsor is entitled to assert his rights only concerning this partial performance only and the remaining provisions of this agreement shall not be affected.

3. Contributions of the Sponsor

In consideration of the performance stated in section 2 of this agreement the Sponsor undertakes to pay to GUF a one-off payment of ... (in words: ...) Euro plus value added tax. The payment becomes due on [Date/by Invoicing] und and shall be paid to the following account:

Account Holder:

IBAN:

BIC:

Reference:

4. Confidentiality and Information Duty

- 4.1 The Parties mutually undertake to perform this contract in respect, good conduct and loyalty. The Sponsor agrees that entering into this agreement shall have no negative effect or influence on GUF's publicity campaign and the freedom of research and teaching. The Parties further confirm that the performances undertaken by this agreement shall have no influence on GUF's commercial transactions, in particular the procurement transactions and pricing, and that no such expectations are constituted with this agreement. All obligations of this paragraph shall survive the expiration or termination of this agreement.

- 4.2 The Parties will, at their own initiative, inform each other of any circumstances that might affect the further execution of this agreement. If possible, no publicity campaign should be carried out without prior consultation with the other Party.
- 4.3 The Parties undertake to keep the performance and the contents of this agreement strictly confidential. All information in whatever form or mode of communication which is explicitly marked as „confidential” at the time of the disclosure shall be treated as such by the receiving party. If any Party becomes aware that it will be required or is likely to be required to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior notify the disclosing party. This provision shall survive the expiration or termination of this agreement.

5. Liability

- 5.1 GUF assumes no liability for Sponsor’s non-achievement of intended communication goals unless the non-achievement represents a culpable or gross negligent breach of contractual obligations by GUF.
- 5.2 No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by willful act or grossly negligent or by breach of confidentiality.
- 5.3 In the event of gross negligence any liability pursuant to paragraph 5.2 shall be limited to the monetary level of the contract value. There shall be no liability for consequential or indirect loss in the case of breach due to negligence.
- 5.4 Liability for injury to persons shall be governed by the relevant provisions of statute law.

6. Entry into force and duration

This agreement comes into effect as of its signing by both Parties and remains effective until [Date]. The right to terminate this agreement on good cause remains unaffected.

7. Early Termination

Each Party shall be entitled to terminate this agreement on good cause without previous notice. Good cause shall be deemed to exist, in particular, if one of the Parties is in breach of its fundamental contractual obligations and does not desist from non-compliance although a written warning having been given under threat of termination of this agreement. A warning notice shall not be required if prior warning becomes useless or cannot be reasonably expected from the other Party due to

serious infringement. The notice of the early termination shall always be rendered in writing.

8. Final Provisions

- 8.1 This Agreement represents the whole agreement between the Parties. Verbal ancillary agreements do not exist. Any alteration or addition to this Agreement must be in writing. The aforementioned form shall also apply for a waiver of the written form requirement.
- 8.2 All rights and obligations arising from this agreement may only be transferred to third parties after previous written permission. For the avoidance of doubt this restriction does not apply to the Sponsor's affiliated entities.
- 8.3 Should any of the provisions of this agreement be or become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this agreement. In such a case, the Parties shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision as close as possible.
- 8.4 This Agreement shall be construed in accordance with and governed by the laws of Germany. The Parties shall endeavor to settle their disputes amicably. Should an amicable settlement not be possible, the courts of Frankfurt am Main shall have exclusive jurisdiction.

Frankfurt am Main,

[Place, Date]

Goethe-Universität Frankfurt am Main
- The President -