



## SPONSORSHIP AGREEMENT

This agreement between IABC EMENA of 180 Nether Street, London, N3 1PE United Kingdom (herein referred to as 'the Organiser') and [COMPANY] of [ADDRESS] (herein referred to as 'the Sponsor') sets out the terms and conditions between the two parties with regards to the mutual partnership agreement to support the following event:

### **IABC EMENA's EuroComm 2017 Conference, 27-28 March in London, UK**

IABC EMENA will create an engagement package that seeks to provide a level of exposure appropriate to the level of sponsorship chosen and help to leverage the firm's activities supporting EuroComm 2017 in accordance with the level of sponsorship chosen, as outlined in Appendix I.

The Sponsor has chosen the (delete as applicable) Platinum / Gold / Silver / Bronze sponsorship package for EuroComm 2017, as outlined in Appendix 1.

In consideration of the undertakings and obligations of IABC EMENA contained in this agreement, the Sponsor agrees to sponsor the Event by paying IABC EMENA in accordance with this agreement.

#### **Payment terms:**

- IABC EMENA will raise an invoice requesting full payment for the sponsorship level chosen and send it to the designated contact at the Sponsor's organisation.
- The Sponsor agrees to settle the invoice in full no less than 30 days in advance of the Event.
- Without prejudice to any other rights or remedies that IABC EMENA may have, IABC EMENA can suspend or cancel this agreement if the Sponsor does not pay on time or does not pay in full.

Both parties will create an engagement package that seeks to provide a level of exposure appropriate to the level of partnership chosen and help to leverage both parties activities outlined above.

#### **Event details:**

- The Sponsor will provide IABC EMENA with an appropriate logo to be used for Event marketing purposes as far in advance as possible, but at the latest 30 days ahead of the Event.
- IABC EMENA will provide venue delivery instructions to the Sponsor.
- The Sponsor is responsible for the delivery and collection of any items required at the venue for the Event and is responsible for insuring any such items.
- The Sponsor will comply with all health and safety requirements applicable to it at the Event.
- The Sponsor will be given access to the venue at least 1 hour prior to the Event start time in order to set up their auditorium display table (if applicable)
  - The table/stand must be staffed by the Sponsor at all times throughout the Event.
  - Tables/stands must remain set up until the Event closes.
  - The Sponsor agrees to promptly strike down and tidy up their table/stand after the Event closes.
- IABC EMENA will provide refreshments to Sponsor Event staff.
- Unless part of the agreement, the Sponsor is prohibited from directly approaching delegates during the Event and/or by walking through the Event to hand out promotional materials and approach delegates.



### **Additional Terms, Conditions, Expectations and Limitation of Liability**

- The Sponsor undertakes, represents and warrants to IABC EMENA that:
  - o the Sponsor owns all right, title and interest to all content contained in the programme/presentation which is the subject of this agreement, or has otherwise obtained all necessary licenses from third parties for any intellectual property incorporated into the program/presentation which allows speakers to use such third party intellectual property and subsequently allows IABC EMENA to use such property in a manner consistent with this agreement;
  - o the Sponsor and IABC EMENA are not breaching any third party agreement by performing any obligations under this agreement;
  - o there are no pending or threatened claims or litigation related to the subject matter of this agreement or to any content or materials the Sponsor provides under this agreement;
  - o the Sponsor will perform any services set out in this agreement in a timely and professional manner and using reasonable skill and care and comply with all other warranties, conditions and other terms implied by statute or common law.
  
- IABC EMENA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the fees paid by the Sponsor up to the date of the act or omission giving rise to the claim. Nothing in this provision shall exclude or limit IABC EMENA's liability for:
  - o death or personal injury caused by negligence
  - o fraud
  - o misrepresentation as to a fundamental matter, or
  - o any liability which cannot be excluded or limited under applicable law
  
- The Sponsor undertakes to defend IABC EMENA and, as applicable, IABC EMENA parent entities, subsidiaries, affiliates and the officers, directors, agents, representatives and employees of the foregoing from and against any and all claims or action that the content of promotional materials produced by the Sponsor and any other content used before, during and after the Event by the Sponsor infringes the intellectual property rights of a third party ('Claim'). The Sponsor shall fully indemnify and hold harmless IABC EMENA from and against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against IABC EMENA as a result of, or in connection with, any such Claim.
  
- IABC EMENA has permission to video and/or audio tape and record and capture the Event in part or in whole and the Sponsor confirms that it provides IABC EMENA and any of IABC EMENA's affiliates with irrevocable consent to feature or use the Sponsor and any other materials (including any of the Sponsor's trademarks) of whatsoever nature created by the Sponsor in connection with the Event in such video and/or audio tape for any commercial purposes in any and all media, in its original format or edited or altered in any way which IABC EMENA deems appropriate. The Sponsor will procure a waiver from any of its employees that may feature on the video and/or audio tape in relation to the Event.
  
- The Sponsor will maintain a professional demeanor, including refraining from improper language or approaches of any class participant. The Sponsor also agrees to abstain for producing or promoting marketing materials that are inappropriate or damaging to IABC EMENA. Professional conduct, language and marketing will be determined in the sole judgment by IABC EMENA and the Sponsor will



have no right to contest this. If required by IABC EMENA, the Sponsor will remove all such marketing materials from the Event.

- Should the Event be cancelled due to reasons not caused by or under the control of IABC EMENA, (ie, fire, flood, curtailment of all transportation services, civil unrest, national emergency, etc), there will be no further obligation on the part of IABC EMENA or the Sponsor unless the Event is able to be rescheduled, in which case both parties will work together to agree on an alternate date for the Event to be held. The Sponsor is entitled to any deposit paid and reimbursement for reasonable and necessary out-of-pocket expenses incurred prior to cancellation.
- Without prejudice to the other remedies or rights IABC EMENA may have, IABC EMENA may cancel the Event with immediate effect without cause by providing notice in writing to the Sponsor. In such an event, IABC EMENA will refund to the Sponsor any deposit paid for the Event. IABC EMENA will have no further liability to the Sponsor in event of cancellation.
- The Sponsor undertakes to effect public liability insurance cover in respect of the Sponsor's activities relating to the Event.
- This agreement sets out the entire agreement and understanding between the parties at the date of this agreement relating to the Event and supersedes any prior agreements or arrangements (whether oral or in writing) between or relating to the same.
- Nothing in this agreement shall make one party the agent of the other with the power to bind the other in respect of any of the rights and duties in this agreement.
- A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- The Sponsor's rights under this agreement are strictly personal to the Sponsor who will not wholly or partially assign, sub-licence, delegate, transfer, charge or otherwise dispose of any of its rights under this agreement without the prior written consent of IABC EMENA.
- This agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts, including in relation to non-contractual disputes.

**Signed on behalf of IABC EMENA:**

Authorised Signature:  
Name: Nikki Edwards

Date:  
Title: IABC EMENA Region Chair 2016-17

**Signed on behalf of the Sponsor:**

Authorised Signature:  
Name:

Date:  
Title:



**Appendix 1**

## Sponsorship packages / tiers

#EuroComm17 • London • 27-28 March 2017

	<b>Platinum (£20,000)</b>	<b>Gold (£10,000)</b>	<b>Silver (£5,000)</b>	<b>Bronze (£2,000)</b>
Host the gala reception dinner	✓			
One-time opportunity to email attendees via IABC	✓			
Speaker opportunity ( <i>no sales presentations - user experiences or case studies only</i> )	✓	✓		
Company literature and/or gift placement	✓	✓		
Logo on all communications	✓	✓		
Auditorium exhibition table	✓	✓		
Host the Gift of Communication workshop		✓		
Photo booth OR Recharging station OR event app OR Goodie bag OR Photographer			✓	
Complimentary conference tickets	5	3	2	1
Invitation to gala reception dinner	5	3	2	1
Logo on website and promotional literature	✓	✓	✓	✓
Logo on programme & event app	✓	✓	✓	✓
Pop-up banner in exhibition area	✓	✓	✓	✓