

SPONSORSHIP CONTRACT

between

the University of Pavia, hereafter referred to as “Sponsee” or “University”, with registered offices in Pavia, Corso Strada Nuova n. 65, Fiscal Code. 80007270186, in the person of its legal representative Vice-Chancellor pro tempore, Prof. Fabio Rugge, domiciled for the purpose at the registered offices of the aforementioned university and authorised to sign the present contract by a resolution of the Board of Administrators on ...	The Department of ... at the University of Pavia, hereafter referred to as “Sponsee” or “Department”, with registered offices in Pavia, Via ... n. ..., C.F. 80007270186, in the person of its Director pro tempore, Prof. ..., domiciled for the purpose at the aforementioned department and authorised to sign the present contract by a resolution of the Department Board on ...
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and

the company ..., hereafter referred to as “Sponsor” or “Company”, with registered offices in ..., Via ... n. ..., Fiscal Code ..., VAT number ..., represented by ... as ..., resident for the purpose in ..., authorised to sign the contract ...

hereafter referred to jointly as “parties”

considering

- that Art. 43, para 1, of L. 449/97 (Measures for the stabilisation of public finances) states “With the objective of favouring innovation in administrative organisations and streamlining finances as well as improving the quality of services rendered, public administrations may stipulate sponsorship contracts and collaboration agreements with private individuals and associations, on a non-profit basis, established by notary deed.”;
- that the university/department will host/organise the... event from ... to ...;
- that the company is willing to finance the initiative.

Considering this, the parties, as represented above, convene and stipulate the following:

ART. 1 – Preamble

The preamble is an integral part of this contract.

ART. 2 – Scope of the contract

The objective of this contract is the sponsorship of the initiative/event by the company named in the preamble, organised/hosted/recognised/... (**→ select the most suitable option**) by the university/department.

The sponsorship will be enacted according to the following principles: ...

(see. footnote: **1-a**)

ART. 3 – Duration of contract

This contract will take effect from the date of signature and will end with the conclusion of the event, scheduled for ..., and, in any case, when the parties' obligations have been executed.

Eventual renewals or extensions of the contract will be agreed by the parties and formalized in written form.

ART. 4 – Sponsor's obligations

The Sponsor, in order to enhance its logo, brand and image, will commit to disbursing to the Sponsee, as a fee for the conveyance of advertising arising from the realisation of the event previously described, the sum of € ...,00 + VAT. The sum will be made as a single advance payment, upon the signing of the contract, to the bank account held by the university/department at Banca Popolare Commercio e Industria, Pavia branch, corresponding to IBAN code IBAN

The university/department will then produce an invoice for the amount disbursed by the sponsor.

(see footnote: **1-b; 2**)

ART. 5 – Sponsee's obligations

Concerning the sponsorship that is the subject of this contract, the Sponsee will a:- allow the Sponsor to communicate its aims through publicity and/or illustrative materials. This communication will be via the following methods

(→ to be defined)

- to cite the Sponsor as the financier of the promotional activities when publicising the event and during the event, including through the use of the Sponsor's logo.

(see footnote: **1-c**)

ART. 6 – Withdrawals and terminations

Either party may withdraw from the contract with immediate effect, with a reasonable motivation, by sending the other contracting party a registered letter, preceded by a PEC, with days' notice (**→ to be decided on an individual basis**).

Parties are not subject to any financial penalty for withdrawals, provided that the university/department is recompensed for any activities undertaken up to the date of withdrawal.

The contract may also be terminated by the Sponsor, or Sponsee, with a reasonable motivation and with at least ... days' notice (**→ to be decided on an individual basis**), by sending the other contracting party a registered letter preceded by a PEC.

The following acts constitute serious breaches and will result in the immediate termination of the contract:

- a) the Sponsee failing to respect its obligations, including the non-fulfilment of the initiative;
- b) the Sponsor failing to respect its obligation to provide recompensation for the fulfilment of initiative.

Other cases resulting in the immediate termination of the contract are:

- a) the ascertained impossibility for the university, even if due to superseding causes, to realise the initiative once the contract has come into effect;
- b) any negative event, in any form, regarding the sponsor that may harm the image of the university. In such cases, the university has the right to obtain compensation from the Sponsor for any eventual harm suffered.

ART. 7 – Reference to general legislation

Contractual regulations, as not defined in this contract, will refer to the provisions of the Italian Civil Code and the specific legislation as well as the relevant sector norms.

ART. 8 – Dispute resolutions

The parties will commit to employing any possible means to reach an amicable resolution to disputes that may arise during the execution of this contract.

Should controversies not be resolved in an amicable manner, the court of Pavia will preside.

ART. 9 – Fiscal costs

The present contract is subject to registration if executed, pursuant to Art. 5 Presidential Decree 131/86, and subsequent modifications and integrations. Duty stamp costs, pursuant to Presidential Decree 642/1972, Art. 2, tariffs part II, must be borne by the Sponsor.

Pavia, __.__._____

	Sponsee
Sponsor	University of Pavia/Department of ...
	of the University of Pavia
Company ...	Vice-Chancellor/Director
Date ...	

	(Prof. ...)

(Dott. ...)	

NOTES

(1)

Integrations to the contractual submissions when advertising spaces are granted to the Sponsor during the event.

Should the Sponsee (University/Department) grant the Sponsor advertising sites during the sponsored event:

- a) this must be specifically stated in Art.2, where the sponsorship terms and conditions are described;
- b) university personnel may not be present at the Sponsor stand during the event. The presence of the Sponsor at the Sponsee’s should be stated in the contract, through the integration in Art. 4 – Sponsor’s Obligations, of the following clarification: “the Sponsor, in sponsoring the event, will commit to establishing a stand at the assigned site and destined to the Sponsor’s

sole use, the Sponsor assuming the responsibility to arrange insurance cover for personal injury and liability”;

- c) Art. 5 – Sponsee’s obligations should be integrated with a safeguard clause for the university that states: “The university is absolved of any civil or criminal responsibility related to the establishment and execution by the Sponsor of the sponsored activities at the Sponsee’s”. It is also necessary to clarify that: “the university has in place a public liability insurance policy to cover eventual responsibility attributable to it during the event and that university personnel involved in the organisation and management of the event are covered by an INAIL/state-managed policy and by a public liability insurance policy”.
- d) Eventual clarifications regarding compliance with regulations governing health and safety in the workplace will, if necessary, be evaluated on a case-by-case basis.

(2)

To be added as the final paragraph of Art.4, if necessary:

“The Sponsor is the sole supporter of the initiative organised/hosted/recognised ... (**→ select the most appropriate option**) by the Sponsee, therefore it commits not to sponsor, with other partners, events similar to those that are the subject of this contract, for the entire period of the contract and any eventual renewals and extensions”.