

# EUROPEAN EXTERNAL ACTION SERVICE



BA Budget and administration

Brussels,  
BA Budget and Administration

## EEAS GUIDELINES FOR CORPORATE SPONSORING AND CO-HOSTED EVENTS

### 1. INTRODUCTION

As of 1<sup>st</sup> January 2019, the new Financial Regulation allows in Article 26 the acceptance of corporate sponsorship of events organised by the EEAS. In this context, the EEAS has adopted Internal Rules specifying the use of corporate sponsorship <sup>(1)</sup>.

This document complements the above mentioned provisions by providing further guidance to be taken into account by services when considering corporate sponsoring and co-hosted events. Although the rules on corporate sponsoring apply to the EEAS Budget implemented in HQ and in the EU Delegations and Offices<sup>(2)</sup>, these Guidelines focus on events organised by EU Delegations.

For the purpose of these Guidelines, corporate sponsoring should be distinguished from donations and co-hosting:

- Corporate sponsoring occurs when partners (sponsors) support an event organised by an EU Delegation by providing goods or services for free (in kind). Corporate Sponsoring foreseen in Art.26 of the FR only refers to EU Institutions accepting in-kind sponsoring from external entities under the form of in-kind revenues. The opposite (ie EU institutions to sponsor external entities) is not possible under Art.26 of FR. Hence in no way Art.26 can be used by EU institutions to sponsor external entities (e.g. NGO's, think tanks) as part of their Press & Information activities.

<sup>(1)</sup> Article 9 of [ADMIN\(2018\) 37](#) Decision of the High Representative of the Union for Foreign Affairs and Security Policy of 21/12/2018 on the Internal Rules on the implementation of the budget of the European External Action Service (Section X)

<sup>(2)</sup> In the following, the term "Delegation" denotes also EU Offices and other EEAS entities.

- Co-hosting of events occurs where the EU Delegation joins with one or more partners (e.g. a Member State Embassy) to arrange an event. In the event of co-hosting, there is more than one host of the event and each participant bears the responsibility and the costs of the event according to its share.
- Donations occur when the donor provides incomes, subsidies, gifts or bequests, and does not receive any tangible benefits in return for the contribution. Donations may be accepted in accordance with Art.25 of the new FR and is, therefore, not covered by the rules explained herein.

## 2. THE PUBLIC DIPLOMACY CONTEXT

By engaging with targeted audiences and stakeholders public diplomacy contributes to achieving our policy objectives. Corporate sponsoring and the co-hosting of events are central to public diplomacy work.

Whenever possible, corporate sponsoring and co-hosted events should be part of broader campaigns and focus on carefully selected and locally meaningful EU policy priorities. The guidelines on Public Diplomacy (Ref. Ares [\(2018\)2045310](#)) provide useful framework.

In this context the "whole-of-Delegation-approach" is the guiding principle for our public diplomacy activities (Ref. Ares(2017)4140729 – 23/08/2017) and should be implemented in full.

## 3. SCOPE AND DEFINITION OF CORPORATE SPONSORING

The definition of corporate sponsoring is provided in Article 26 of the new Financial Regulation as follows:

*‘Corporate sponsorship’ means an agreement by which a legal person supports in-kind an event or an activity for promotional or corporate social responsibility purposes...’*

The Financial Regulation thus limits corporate sponsoring to in-kind contributions, thereby excluding any form of financial sponsoring.

In-kind contributions may for example be provided through provision of staff support, products or services, entailing a reduction of the cost for the institution/body that would otherwise have to bear the costs of those services or products. In-kind contributions may also take the form of products being distributed to participants at the event.

The Head of Delegation, in the role of Authorising Officer by Sub-delegation (AOSD) must ensure that the FR and the Internal Rules are respected and that any corporate sponsoring agreement entered into will not create any undue financial or reputational risk to the European Institutions.

As stated in Article 26 (2) (d), an event or activity may not be exclusively financed by sponsoring. Corporate sponsoring is not a public procurement,

as there is no disbursement of any funds from the EU budget to the sponsor<sup>(3)</sup>. However, when accepting sponsorship, the principles of non-discrimination, proportionality, equal treatment and transparency have to be respected at all stages of the procedure.

Considering this, corporate sponsoring is subject to the following process:

1. A decision that an upcoming event is suitable for corporate sponsoring.
2. Publication of a call for sponsoring.
3. Selection of sponsors.
4. Formalisation of the sponsoring agreement between the Delegation and the sponsor.
5. After the event: entry in a public register and reporting.

These steps are detailed in the following chapters.

#### **4. DECISION TO SEEK CORPORATE SPONSORING FOR AN EVENT**

It is the Head of Delegation who decides to seek corporate sponsoring for a given event. Though the management of the agreement and of the event can be delegated within the Delegation, the ultimate responsibility always remains with the Head of Delegation.

Moreover, one of the principles underlying corporate sponsoring as defined in the Financial Regulation is its exceptional nature. Corporate sponsoring should therefore not be sought systematically (i.e. not for all events organised).

##### **4.1. General criteria for all events**

When considering whether to accept corporate sponsoring for an event, the Head of Delegation has to take the following factors into account:

- the respect of the principles of non-discrimination, proportionality, equal treatment, and transparency,
- the potential risk of conflict of interest, notably for any of the Delegation's staff,
- the direct link of the sponsoring to the core objective of the event or activity,
- the relative contribution of the sponsor in relation to the resources mobilised by the Delegation,
- the potential risk associated with the corporate sponsoring, including reputational risk.

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<sup>(3)</sup> A public contract is defined in Article 2(51) of the FR.

As Article 26 (2) (c) FR forbids corporate sponsorship for exclusively social events, it is not possible to accept sponsoring for non-public events purely organised for the staff of the Delegation.

Typical events eligible for sponsoring are (though not exclusively): the Europe day celebrations, promotion of European culture or policies, celebration of European events.

## 5. PUBLICATION

In order to ensure that potential sponsors are treated in accordance with the principle of equal treatment, calls for corporate sponsoring should be made visible widely, including by publication on the Delegation website. An example of Term of References which should be used for the publication is attached <sup>(4)</sup>.

If deemed useful and without prejudice to the requirement of publication above, the AOSD may consider additional publicity by sending letters of information <sup>(5)</sup>, referring to the terms of publication in the Delegation website, to operators who could potentially be interested in the event.

For reasons of transparency, effectiveness and to avoid subsequent complaints, the publication should take place well ahead of the event (at least 6 weeks) and offer a reasonable time for the potential sponsors to submit their proposals (minimum two weeks). Selection and exclusion criteria shall be announced at the time of publication of the call for corporate sponsoring.

Sponsoring is allowed from EU and non-EU entities as long as they fulfil the exclusion and selection criteria.

The limitation of corporate sponsoring to in-kind contribution must be made clear to the potential sponsors.

Post event, the meta-data of all corporate sponsoring agreements with an estimated value above 5.000 EUR has to be published on the Delegation website, including the title and date of the event, the identity of the sponsor and the estimated value of the corporate sponsoring.

The Delegation has to inform the sponsor the service they can expect in return for the sponsorship. Art. 26 2(e) FR explicitly limits the service offered to the sponsor to the public visibility of the trademark or name of the sponsor. In practice, this includes *inter alia* the printing of the logo on invitation cards (N.B. the EU logo should remain prominent in size and visibility), the display of marketing material (e.g. signs and banners) at the venue, the distribution of promotional items during the event, the (discrete) exposition of sponsor's products and the quote of the name of the sponsors during the speech. It does not allow active marketing from the sponsors

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<sup>(4)</sup> Annex 4

<sup>(5)</sup> Annex 3

during the event such as promotional speeches and presentations, or the presence of sponsor's sales persons for promotional activities.

Moreover, in the management of the personal information related to the sponsors the Delegation has to comply with new EU data protection rules laid down in Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. The EEAS Data Protection Officer (DPO) is available to support and assist by providing advice when processing personal data of staff members or third parties. For further information you can contact the DPO at the functional mailbox EEAS DATA PROTECTION < [data-protection@eeas.europa.eu](mailto:data-protection@eeas.europa.eu) >.

## **6. SELECTION OF THE SPONSORS**

The Head of Delegation selects the sponsors in full transparency and according to the selection criteria in the publication.

The sponsors selected should in all cases be compatible by their nature and activities with the promotion of European values, culture and policies.

The Delegation should also, to the extent possible, ensure a rotation between sponsors, to avoid giving the perception of preferential treatment.

The Delegation should, to the extent possible, strive for a geographical balance between sponsors from different Member States and seek to include more than one sponsor.

In case of doubt it is advised to abstain and seek guidance from EEAS headquarters (EEAS.BA.BS.1 'Budget' and EEAS.BA.01 'Horizontal, Coordination and Protocol') as to the eligibility of a sponsor.

Sponsors in one of the exclusion situations referred to in Article 136(1) or 141(1) of the Financial Regulation <sup>(6)</sup> are not eligible. Moreover the Delegation should also verify if the potential sponsor is registered in the Early Warning and Detection System (EDES) database and shall consider the opportunity to accept the sponsor according to the gravity of the warning in the EDES system. In this context, it is advisable to request a declaration on honour on exclusion and selection criteria.

When assessing the contribution to the positive image of the Union, the AOSD responsible should carefully evaluate the possibility of accepting Corporate Sponsorship in the following cases:

- Corporate sponsoring from any organisation or individual entailing a possible conflict with the mission or objectives of the Union<sup>(7)</sup>.

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<sup>(6)</sup> Annex 2

<sup>(7)</sup> e.g. in areas of public health or the environment.

- Sponsoring offered by entities benefiting from EU funds as it might be prohibited by the conditions under which the funding was granted.
- Sponsors with a religious or political connotation.
- Sponsors of a company which provides goods and services legally authorised by the EU regulations but not compatible with European social/health/environmental policies (e.g. tobacco companies)

Similarly to practise in procurement procedures, sponsors that have not been accepted should be duly informed about their non-selection and the reasons for this, as transparently as possible.

## 7. THE CORPORATE SPONSORING AGREEMENT

Following the selection, the corporate sponsoring shall be formalised through a written agreement between the Head of Delegation as AOSD and the sponsor, specifying terms and conditions.

A template for a sponsoring agreement is attached to this document <sup>(8)</sup>.

The following points **shall** be included in the agreement:

- The details of the in-kind contribution and its value.
- The details of the sponsor's Logo during the event.
- The level of visibility of the sponsor.
- The conditions under which the EU Delegation/EEAS name may be used by sponsors (only with its express prior permission and for clearly identified and agreed purposes).
- Editorial control by the EU Delegation/EEAS over all published uses of its name, logo and other copyright protected information.
- The right for the EU Delegation to refuse any proposed new advertisement or loose insert that it deems in conflict of interest with its guiding principles or on subjective grounds of taste or content.
- The responsibility of the sponsor to properly insure, where appropriate, the sponsored part of the event (staff support, material put at the Institution's disposal ...).
- In case of multiple sponsors, the equal treatment of the sponsors as regards the visibility offered (e.g. the prominence of the respective logos) and/or the proportionality of their visibility compared to the value of the contribution.
- The fact that acceptance of sponsoring does not constitute a commitment of any sort from the Institution, in particular not to enter into any future contract or legal commitment, nor any ground to expect any specific advantage in any area.
- The ex-post publication in the public register of all details relating to the corporate sponsoring received.

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<sup>(8)</sup> Annex 5

- Information regarding the processing of data and its protection in accordance with EU Data Protection Regulation (EU) 2018/1725.

## 8. REPORTING OBLIGATIONS FOR CORPORATE SPONSORING

In the interest of transparency and considering a materiality ceiling, **the EEAS undertakes to record all corporate in-kind sponsoring whose value exceeds 1.000 EUR.**

According to the Financial Regulation each institution shall maintain **a public register of all corporate in-kind sponsoring whose value exceeds the amount of 5.000 EUR.**

When a Delegation enters into a corporate sponsoring agreement (Annex 5), this agreement has to be documented in the Sponsoring module in e-DAS (see example in Annex 6), where the relevant data, notably information on the type of event or activity being sponsored, has to be encoded and the corporate sponsoring agreement has to be uploaded.

In addition, a reporting should be included at the end of the year in the annual P&I report. This reporting should be of a more qualitative nature and elaborate on the estimated added value of the use of sponsors, global number of participants and overall reach, impact assessment and possibly the added work for the Delegation.

## 9. SCOPE AND DEFINITION OF CO-HOSTED EVENTS

Co-hosting of an event occurs when the EU Delegation joins one or more partners (e.g. a Member State Embassy) to co-organize and co-manage an event which will take place in the premises of the EU-Delegation, in the Residence, or in another place.

All the participating parties hold the ownership of the event but each contributes by procuring/contracting part of the services/supplies needed for the event, according to its own rules. The co-organisers are mentioned as such in the documentation produced for the event.

It is the Head of Delegation who decides to agree on co-hosting for a given event. In this decision he/she should be guided by the same criteria set for corporate sponsoring (see points 3. to 5. above). Moreover, an appropriate and proportional visibility of the EU-Delegation must be ensured when deciding to join a co-hosted event.

In the case of co-hosted event each partner of the EU Delegation is not providing an in-kind support (sponsoring) but is directly bearing responsibility and the cost of the combined event for the part which is under its share.

In order to avoid that the financial participation would become a financial sponsoring (**which is forbidden by the Financial Regulation**) the EU-Delegation should make sure that each of the partners involved are taking care of their share of legal and financial commitments related to the event.

The practical organisation of a co-hosted event can vary according to the organisational agreement between the partners. In this case the EU-

Delegation is taking care of the activities related to the event under its responsibility. It shall use ongoing contracts or shall proceed with the procurement procedures, signature of contracts and payments of the relevant services providers according to our rules with the available representation or P&I budget.

To avoid reputational damage caused by working with a contractor selected by the co-host which is not eligible for EU funding, it is advisable to agree with the co-host on selection and exclusion criteria for procurement which are compliant with the rules and standards set up by the Financial Regulation.



## **ANNEX 1: ARTICLE 26 OF THE FINANCIAL REGULATION RELATED TO CORPORATE SPONSORING.**

### *Article 26*

#### **Corporate sponsorship**

1. 'Corporate sponsorship' means an agreement by which a legal person supports in-kind an event or an activity for promotional or corporate social responsibility purposes.
2. On the basis of specific internal rules, which shall be published on their respective websites, Union institutions and bodies may exceptionally accept corporate sponsorship provided that:
  - (a) there is due regard to the principles of non-discrimination, proportionality, equal treatment and transparency at all stages of the procedure for accepting corporate sponsorship;
  - (b) it contributes to the positive image of the Union and is directly linked to the core objective of an event or of an activity;
  - (c) it does neither generate conflict of interests nor concern exclusively social events;
  - (d) the event or activity is not exclusively financed through corporate sponsorship;
  - (e) the service in return for the corporate sponsorship is limited to the public visibility of the trademark or name of the sponsor;
  - (f) the sponsor is not, at the time of the sponsorship procedure, in one of the situations referred to in Articles 136(1) and 141(1) and is not registered as excluded in the database referred to in Article 142(1).
3. Where the value of the corporate sponsorship exceeds EUR 5 000, the sponsor shall be listed in a public register that includes information on the type of event or activity being sponsored.

## ANNEX 2: EXCLUSION CRITERIA

### Article 136

#### Exclusion criteria and decisions on exclusions

1. The authorising officer responsible shall exclude a person or entity referred to in Article 135(2) from participating in award procedures governed by this Regulation or from being selected for implementing Union funds where that person or entity is in one or more of the following exclusion situations:

- (a) the person or entity is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;
- (b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
  - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;
  - (ii) entering into agreement with other persons or entities with the aim of distorting competition;
  - (iii) violating intellectual property rights;
  - (iv) attempting to influence the decision-making of the authorising officer responsible during the award procedure;
  - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgment that the person or entity is guilty of any of the following:
  - (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council <sup>(1)</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995 <sup>(2)</sup>;
  - (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 <sup>(3)</sup>, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA <sup>(4)</sup>, or corruption as defined in other applicable laws;
  - (iii) conduct related to a criminal organisation as referred to in Article 2 of Council Framework Decision 2008/841/JHA <sup>(5)</sup>;

<sup>(1)</sup> Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

<sup>(2)</sup> OJ C 316, 27.11.1995, p. 48.

<sup>(3)</sup> OJ C 195, 25.6.1997, p. 1.

<sup>(4)</sup> Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54).

<sup>(5)</sup> Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

- (iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council <sup>(1)</sup>;
  - (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA <sup>(2)</sup>, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council <sup>(3)</sup>;
- (e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget which has:
- (i) led to the early termination of a legal commitment;
  - (ii) led to the application of liquidated damages or other contractual penalties; or
  - (iii) been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;
- (f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95 <sup>(4)</sup>;
- (g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent referred to in point (g).

#### Article 141

##### **Rejection from an award procedure**

1. The authorising officer responsible shall reject from an award procedure a participant who:
- (a) is in an exclusion situation established in accordance with Article 136;
  - (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
  - (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition, that cannot be remedied otherwise.

The authorising officer responsible shall communicate to the other participants in the award procedure the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the award procedure as referred to in point (c) of the first subparagraph. Prior to any such rejection the participant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

### ANNEX 3: EXAMPLE OF INFORMATION LETTER

*(Text can be customized according to local needs, but remaining in line with the EEAS dispositions of the Guidelines for Corporate Sponsoring)*



EUROPEAN UNION

Delegation to .....

The Ambassador

....., .....201...

Name of the Representant / Sponsor  
Address

**Subject: Call for In-kind Corporate Sponsoring of [EVENT]**

Dear Mrs/Mr.....,

Our Diplomatic Mission is organizing ....[EVENT] for which we may accept corporate sponsoring.

I therefore draw your attention to the recent publication on the Delegation's website (.....) announcing the possibility to participate the event (.....) organized by the European Union Delegation.

I trust you will find interest in the prospect of associating your company with this event. If you agree, then please do not hesitate to reply to our call as stipulate in the aforementioned publication on our website. .

I look forward to exploring our potential collaboration further.

Yours sincerely,

## **ANNEX 4: EXAMPLE OF TERMS OF REFERENCE (FOR EUROPE DAY)**

*(Text can be customized according to local needs, but remaining in line with the EEAS dispositions of the Guidelines for Corporate Sponsoring)*



European Union  
Delegation to .....

### **CORPORATE SPONSORSHIP FOR EUROPE DAY, MAY 9, 20.....**

#### **TERMS OF REFERENCE**

##### **Opportunity**

The European Union Delegation to ..... hosts its annual Europe Day reception on ..... 9 May 201x.

The event will start at ..... pm and end at ..... pm.

Europe Day, also referred to as "Schuman Day", is an annual celebration of peace and unity in Europe. In ..... this celebration brings together more than ..... European and ..... dignitaries and international partners.

This event is an excellent opportunity for companies/organisations to promote their image, brands/activities through corporate sponsorship-collaboration with the European Union Delegation to .....

##### **Main criteria (à discuter)**

1. Nature and activities of the Sponsor should be in line with the principles, values and commitments of the European Union.
2. Nature and activities of the Sponsor should not undermine EU policies in such areas as foreign policy, social, health and environment.
3. The Sponsor could be public or private organisations and companies.
4. Sponsors cannot entail a possible conflict with the mission and objectives of the European Union.
5. The Sponsor must not be in a situation referred to in Articles 136 (1) and 141 (1) of the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing

Regulation (EU, Euratom) No 966/2012. For this, the Sponsor is requested to provide the attached *declaration on honour on exclusion and selection criteria*.

### **What can sponsors expect from the European Union Delegation**

1. By signing the Corporate Sponsoring Agreement the parties agree on the terms and conditions for the corporate sponsoring.
2. The sponsors will be provided with exposure and visibility in the following ways:
  - a. Sponsors can expect their names/logo to be mentioned on the venue of the reception
  - b. Sponsors can expect their names/logo to be imprinted on invitation cards.
  - c. Sponsors can expect the Head of Delegation to acknowledge their contribution in his speech.
  - d. Sponsors will be provided with a stand in the entry hall of the event and may distribute to participants promotional material of their activities.
  - e. The sponsors will have up to X invitations to offer to their contacts, after prior notification of the contacts' names to the European Union Delegation for the purpose of the normal security and entry procedures.
  - f. Sponsors will not be allowed to active marketing of their product/services nor be authorized to have sales personnel present for promotional activities during the event.

### **Commitments of the sponsor:**

Those who are selected as sponsors will be invited to contribute to the May 9<sup>th</sup> event in form of services or supply of goods.

### **Only contributions in-kind will be accepted.**

Financial contributions are prohibited by the Financial Rules of the European Institutions.

Contributions could include:

- Provision of various products, such as promotion materials, food catering inclusive of cutlery and crockery, napkins, drinks inclusive of champagne, wine and drinking glasses, sound system, flowers.
- Provision of services, such as venue with cocktail tables, buffet tables, seating tables and chairs.
- Provision of staff support, such as waiters, event coordinator on site.

Sponsors may suggest other form of sponsorship in-kind.

Sponsors must declare the value in Euro of the in-kind provided goods and/or services.

Sponsors should be aware that the EEAS registers all sponsorships above 1.000 EUR and registers and publishes all sponsorships above 5.000 EUR on the Delegations web-sites and official website of the EEAS..

Sponsors should be aware that the EEAS processes personal data in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. In case personal data needs to be transmitted to any sponsors, as recipient, the organisation is required to ensure the same level of data protection guaranteed by the EU data protection framework, and in particular Regulation (EU) 2018/1725.

**Sponsors will not have a say on the substance of the event.**

### **Review & Selection**

1. The European Union Delegation to ..... will review the applications and will determine the organizations/companies that best align with the core objective of the event to be sponsored. Selection criteria include the sponsorship appeal in terms of goods or services provided and coherence between the sponsored Europe Day event and promotion of the sponsor.
2. The European Union Delegation to ..... reserves the right not to accept proposals which, because of the nature of the sponsorship or of the sponsor's activities, are deemed incompatible with the institutional role of the European Union. The European Union Delegation to ..... also reserves the right to refuse any sponsorship not deemed consistent with the purpose of the May 9<sup>th</sup> event.

## ANNEX 5: TEMPLATE OF CORPORATE SPONSORING AGREEMENT

*(Text can be customized according to local needs, but remaining in line with the EEAS dispositions of the Guidelines for Corporate Sponsoring)*



European Union  
Delegation to .....

### **CORPORATE SPONSORING AGREEMENT**

**Between**

**"NAME OF THE SPONSOR"**

represented by: Name of the company legal representative

title of the representative

Address: "Street name" - City "postal code" - Country

Here in after called "the Sponsor"

**And**

**The European Union**

Represented by .....

Head of Delegation

Address: .....

Here in after called "the Organiser",

### **WHEREBY IT IS AGREED AS FOLLOWS**

#### **Subject of the present agreement**

In appropriate cases, sponsorship may play an ancillary role to promote public diplomacy. The appreciation of associating private companies with public events and engaging in private sponsorship of events is now accepted. In this context the Delegation may accept in kind corporate sponsoring provided that there is due regard to the principle of transparency, it contributes to the positive image of the European Union and is directly linked to the core objective of an event or of an action.

In the framework of its public diplomacy programs the Organiser and the Sponsor agree to associate themselves to organise and promote the "*EVENT TO BE INSERTED*" at the "*LOCATION TO BE INSERTED*" on *YYY/MM/DD*.



### **Article 1 - Contribution of the Sponsor**

1. In accordance with the attached Terms of Reference, the Sponsor commits to support the EVENT in-kind by providing the following goods/services: *"INSERT THE DETAILS OF THE SPONSORS CONTRIBUTIONS IN KIND"*.
2. The Sponsor declares that the value of the in-kind provided goods/services amounts to: EUR *"INSERT THE EVALUATION IN EURO OF THE SPONSORS CONTRIBUTIONS IN KIND"*.
3. The Sponsor **acknowledges the fact that all in-kind contributions with a value exceeding 1.000 €uro will be recorded and for all in-kind contributions with a value exceeding 5.000 €uro the sponsorship will be recorded and made available in a Public Register and agrees on this by signing the present agreement.**

### **Article 2 - Obligation of the Organiser**

- 1 The Organiser will refer to the Sponsor's support in the following manner :
  - » Brand or corporate logo to appear on invitations
  - » Brand or corporate logo to appear on the board at the main entrance of the venue
  - » Brand or corporate logo offered an appropriate stand to promote its activities
  - » Brand or company noted in the Ambassador's address or speech
  - » XX places to the Sponsor's VIPs
  - » A register of sponsorship will be published on the Organiser's website.
- 2 The Organiser agrees to provide the Sponsor with samples of the promotional material produced within the framework of the event, where the Sponsor's logo/name appears.

### **Article 3 - Modifications and cancellation of the agreement**

- 1 The Sponsor is aware that changes may be made as regards the implementation of the event. In principle, both parties agree that holding the event earlier or later is as a rule acceptable. The parties will then amend in writing this agreement accordingly.
- 2 This agreement may not be terminated merely by giving due notice. However, either Party is entitled to terminate the agreement for good cause. Good cause is given particular if
  - i) the sponsored event cannot be held because of any unforeseeable, exceptional situation or event beyond the control of the parties, or

- ii) the parties cannot agree on an amendment as required by Paragraph 1 of this Article.

Termination must be done in writing.

- 3 In case of termination the Sponsor shall not be entitled to be reimbursed for expenses it has already incurred in connection with its obligations.

#### **Article 4 - Insurance**

- 1 The Sponsor shall bear the costs of insurance concerning the goods/services.
2. The Sponsor shall obtain public liability insurance as requested by the venue.

#### **Article 5 - Liability**

1. The Organiser is not liable for any damage or loss caused by the Sponsor, including any damage or loss to third parties during or as a consequence of *performance of the contract*.
2. If required by the relevant applicable legislation, the Sponsor must take out an insurance policy against risks and damage or loss relating to the *performance of the contract*. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the Sponsor must provide evidence of insurance coverage to the Organiser.
3. The Sponsor is liable for any loss or damage caused to the Organiser during or as a consequence of *performance of the contract*, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the contract. However, if the damage or loss is caused by the gross negligence or wilful misconduct of the Sponsor or of its *personnel* or subcontractors, the Sponsor is liable for the whole amount of the damage or loss.
4. If a third party brings any action against the Organiser in connection with the *performance of the contract*, including any action for alleged breach of intellectual property rights, the Sponsor must assist the Organiser in the legal proceedings, including by intervening in support of the Organiser upon request.  
If the Organiser's liability towards the third party is established and that such liability is caused by the Sponsor during or as a consequence of the *performance of the contract*, Article II.6.3 applies.
5. If the Sponsor is composed of two or more economic operators (i.e. who submitted a joint tender), they are all jointly and severally liable to the Organiser for the *performance of the contract*.
6. The Organiser is not liable for any loss or damage caused to the Sponsor during or as a consequence of *performance of the contract*, unless the loss or damage was caused by wilful misconduct or gross negligence of the Organiser.

## **Article 6 - Conflict of interest and professional conflicting interests**

1. The Sponsor must take all the necessary measures to prevent any situation of *conflict of interest* or *professional conflicting interest*.
2. The Sponsor must *notify* the Organiser in writing as soon as possible of any situation that could constitute a *conflict of interest* or a *professional conflicting interest* during the *performance of the contract*. The Sponsor must immediately take action to rectify the situation.

The Organiser may do any of the following:

- a. verify that the contractor's action is appropriate;
  - b. require the Sponsor to take further action within a specified deadline;
3. The Sponsor must pass on all the relevant obligations in writing to:
    - c. its personnel;
    - d. any natural person with the power to represent it or take decisions on its behalf;
    - e. third parties involved in the performance of the contract, including subcontractors.

The Sponsor must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

## **Article 7 - Applicable law and settlement of disputes**

1. The contract is governed by the law of [*the country in which the responsible authorising officer is employed*].
2. Any dispute concerning the interpretation or performance of the Lease Agreement shall be settled amicably. Unless otherwise agreed in writing between the Parties, in the absence of an amicable settlement, any of the Parties shall be entitled to refer the dispute the courts of [*the jurisdiction of the city where the responsible authorising officer is employed*].

## **Article 8 - General terms**

1. Each Party will inform the other without delay of all circumstances of potential relevance to the implementation of this agreement. Public relations activities are to be coordinated with the other Party.
2. The Sponsor consents to the listing of its name, place of company address, contribution thereof in the Organiser's sponsorship register. The personal data of the Sponsor or its legal representative or contact person, is processed in accordance with the with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

3. The agreement shall be concluded in duplicate. Each Party shall receive one copy.
4. This agreement shall have effect from the date of signature thereof.

....., 201x.

Sponsor Name

Delegation of the EU to

.....

Name of representative


.....

Title of Representative

Head of Delegation

## **ANNEX 6: EXAMPLE OF SPONSORING MODULE IN E-DAS**

Sponsoring Event Registration Form
Ref: Ares(2018)103879 - 01/28/2018



EUROPEAN EXTERNAL ACTION SERVICE

## SPONSORING EVENT

2018\_JAPAN-Tokyo\_Sponsoring\_001

Date of the event: 20/01/2018

Contribution - Catering

Estimated value in EUR 100.00

Registration Place and Date: JAPAN-Tokyo 24/01/2018

Status: Approved

Initiator: Submitted and digitally signed by KAWANO Aiko

HoA: Approved by HUTCHESON Gabriele

HoD: Approved and digitally signed by Carmen CANO

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Name of the Sponsor

Yatai Sushi LLC

Sponsoring company/person is NOT in the EDES ☒

(Early detection and exclusion system)

This field must be ticked, otherwise this will block the approval workflow

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Title of the event \*

Embassy reception for US. President visit

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Description of the event (brief)\*

Embassy will be holding a reception for the US. President visit in Tokyo, event will be attended by local companies and SMEs.

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Supporting Documents: [Note\\_To\\_The\\_File.pdf](#)

APPROVED

Delete

Visible only for HoD in the delegation/division

Cancel

## ANNEX 7: EXAMPLES OF SPONSORING AND CO-HOSTED EVENTS

### Example of corporate sponsoring

For the preparation of the Europe Day 2019 the EU-Delegation is seeking for sponsoring and has published on its internet website a call for proposals. As a result of this, three sponsors have been selected to provide in kind contribution:

- One private partner will provide the EU-Delegation with a part of the catering needs (beverages), for an estimated value of 6.000 €
- The second private company will provide the stands and stewards for the events, for an estimated value of 3.000 €
- The third private company will provide the sound & music entertainment, for an estimated value of 3.000 €.

The EU-Delegation will bear the other costs (value 10.000 €) on its representation budget (budget line A.6004.15 + B.1407.10) and/or P&I budget, covering the main catering needs.

The logos of the sponsors are displayed on the invitation card (with a higher visibility of the first sponsor whose contribution is substantially higher). As a rule, the EU logo should be more prominent in size and visibility compared to the sponsors' logos.

The sponsoring in kind above has been evaluated according to points 2. to 7. of the guidance document and are reported in relevant functionality in e-DAS (see also Annex 6).

### **Example of co-hosted events**

For the preparation of the Europe Day 2019 the EU-Delegation and three prominent European private companies operating in the country decide to join and share the financial costs of the event (which is estimated at about 22.000 €) according to their respective share.

The EU-Delegation will bear about 45% of the global cost of the co-hosted event (10.000 € for the EU-Delegation and 12.000 for the other 3 partners).

The other partners are not providing to the EU-Delegation goods or services for free (corporate sponsoring), but each of them will instead finance their participation in the event according to the agreed share.

The EU-Delegation is taking directly care of one specific activity on the basis of the co-hosting agreement (in the example the co-hosting agreement foresees that our EU-Delegation should take care of the main catering needs).

In this case the EU-Delegation should finalise directly the contractual arrangements and financial transactions with the provider selected according to our rules (purchase order and payments for 10.000 € on available representation budget (line A.6004.15 + B.1407.10) and/or P&I budget).

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