



European Union
Delegation to Vietnam

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: 24th floor, Lotte center, 54 Lieu Giai, Ba Dinh, Hanoi.

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 "Europe Day", the European Union Delegation to Vietnam hosts a cocktail event followed by a Musical Performance in Ho Chi Minh City at the Opera House on Saturday 11th May 2019.

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 Vietnam

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Name of representative

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Title of Representative

Head of Delegation