

STUDENTS' ASSOCIATION MACEWAN UNIVERSITY
"Student Group Name placed here"

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") made this
day of

BETWEEN:

Students Association MacEwan University "Student Group Name"
("SAMU Group")

and

"Sponsor Name"
("Sponsor")

THE PARTIES AGREE AS FOLLOWS:

1. **Sponsorship Contribution and Recognition** - During the Term (as defined below), the Sponsor agrees to make certain payments or other contribution to the Student Group Name" as described in Schedule "A" ("**Sponsorship Contribution and Recognition**"). **Term** - Notwithstanding the date of signing of this agreement, the effective date of this Agreement shall be _____ and shall expire on _____ (the "Term").
2. **Authorized Personnel** - The Sponsor acknowledges that only the persons set out on Page 2 are authorized by the "Student Group Name" to give instructions, directions and consent on behalf of the "Student Group Name".
3. **Inconsistency with Main Body** - In the event of an inconsistency or conflict between any of the schedules to this Agreement and the main body of this Agreement, the main body of this Agreement shall take precedence.
4. **Schedules** - The following Schedules form integral parts of this Agreement:

Schedule "A" "Sponsorship Contribution(s), Recognition and Due Date(s)"

Schedule "B" "Standard Terms for Sponsorship"

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date noted above.

Students Association MacEwan University "Student Group Name"

Per: _____

Name: First, Last, Student Group

Name Title: President

Address for Notice: S.A.M.U 10850-104 Ave, Edmonton, AB, Canada,

T5J 4S2 Email Address: (with Group credentials)

Per: _____

Name: First, Last, Students' Association of MacEwan

University Title: Student Groups Manager

Address: SAMU 10850- 104 Ave Edmonton, AB,

Canada, T5J 4S2 Email Address: (Email address to be added)

Per: _____

Name: First, Last, Students' Association of MacEwan

University Title: Director of Programs and Services

Address: SAMU 10850-104 Ave, Edmonton, AB, Canada,

T5J 4S2 Email Address: (Email to be added)

(SPONSOR NAME HERE)

Per: _____

Name: (name of contact or authorized person) Title:

Address: address, city, province, postal code Email Address:

SCHEDULE "A"

CONTRIBUTION(S), RECOGNITION, AND DUE DATE(S) (IF APPLICABLE)

The Sponsor shall provide to the "Student Group Name" the following;

Gift, Source and Schedule	Donor will provide (list all the obligation of the sponsor)
General Purpose	The Purpose of this sponsorship is (list the reason for the sponsorship. ex. event, general operation, recruitment)
Sponsorship Benefits	In consideration for sponsorship the sponsor will receive the following benefits: (list the obligations of the Student Group)

Should any location or benefit not be available due to circumstances beyond the control of the "Student Group Name", including, without limitation, cancellation of an event, a reasonable replacement may be provided at the "Student Groups Name" and SAMU's discretion

SCHEDULE "B"

Standard Terms for Sponsorship

1. **Status of the Parties** – Nothing in this Agreement is intended to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have authority, and neither party shall make any warranties or representations to the contract, to enter into any contracts, assume or create any obligation or commitment, on behalf of the other or otherwise exercise any form of control over the other.
2. **Limitation of Liability-The** Sponsor agrees that SAMU, its board members, officers, employees, students, volunteers, agents, and affiliated entities (collectively referred to as the "**SAMU Parties**") shall not be responsible, and are released and forever discharged from any and all claims, demands, direct or indirect damages, actions, or other liability arising out of or in any way relating to this Agreement, including, without limitation, for any acts or omissions (whether negligent, grossly negligent, willful, or otherwise) of the SAMU Parties.
3. **Indemnity** – The Sponsor agrees to indemnify and hold harmless the SAMU Parties from any and all liability, claims, damages, demands, actions, and costs (including legal costs on a full indemnity basis) that may arise out of or are in any way relating to the acts or omissions of the Sponsor, or its officers, directors, employees, volunteers, agents, and affiliated entities, arising out of or in any way relating to this Agreement.
4. **Intellectual Property** – The parties acknowledge and agree that they shall not acquire any rights to any name, goodwill, trade-mark, copyright, logo or other form of intellectual property (collectively referred to as "**Intellectual Property**") owned by the other. Any newly created intellectual property which in any way involves the intellectual property of SAMU shall be solely owned by SAMU. The Sponsor shall not use the name, goodwill, trade-marks, copyright materials, or logos of the SAMU Parties in any manner except with the prior written consent of SAMU, which may be arbitrarily withheld. (INSERT GROUP NAME) of SAMU acknowledges that it shall not use the name, goodwill, trademark, copyrighted materials, or logo of the Sponsor in any manner except with the prior written consent of the Sponsor.
5. **Confidentiality and Privacy** – Subject to any obligations that may exist under applicable law (including without limitation under the Freedom of Information and Protection of Privacy Act (Alberta) ("**FOIP**")) the parties agree to keep the terms of and all information relating to this Agreement confidential. The Sponsor agrees that, to the extent that it receives the confidential or personal information of any of the SAMU Parties it shall keep such information confidential and shall take all necessary steps to ensure that such information is collected, used, stored, and disclosed in accordance with FOIP and any direction which SAMU or Student Group Name may provide in respect of this information.
6. **Assignment** – Neither the "Student Group Name" nor the Sponsor may assign or allow the assumption of any benefit, obligation, or interest this Agreement without the express written consent of the other party.

7. **Waivers** - Any waiver or extension of time shall be in writing to be effective. No waiver or extension of time for any one circumstance shall operate as a waiver or extension of time in any other circumstance.
8. **Termination** - If either the "Student Group Name" or the Sponsor (the "Defaulting Party") breaches or otherwise defaults in performing or observing any of its obligations under this Agreement the non-defaulting party (the "Terminating Party") may, provided that the Defaulting Party has been provided notice of the complained of breach or default and a minimum of fourteen (14) days to remedy the default, terminate this Agreement immediately. Either SAMU or Student Group Name may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Sponsor. As at the effective date of termination, all Sponsorship Recognition provided to the Sponsor pursuant to this Agreement shall cease, SAMU or Student Group Name shall have no further liability to the Sponsor in respect of the Sponsorship Contribution, and the Sponsor shall immediately cease use of and, at the option of SAMU, destroy any of SAMU or Student Groups Name Intellectual Property in its possession.
9. **Amendments** - The terms of this Agreement may only be amended, waived or varied by agreement in writing duly executed by the parties hereto.
10. **Interpretation** - The headings used herein are for convenience only and shall not be used in interpretation.
11. **Entire Agreement** - This Agreement, including its schedules, contains the entire agreement with respect to its subject matter and it supersedes any negotiations, understandings, representations, warranties, or covenants.
12. **inurement** - This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, and permitted assigns.
13. **Governing Law** - This agreement shall be interpreted under the laws of the Province of Alberta. Each party attorns to the exclusive jurisdiction of the Courts of the Province of Alberta.
14. **Notices** - Any notice required or-permitted to be given hereunder shall be validly given if served, mailed, telecopied or electronically mailed to the respective addresses set out beneath the respective signatures of the parties. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five business days, not including the day of sending, after posting. Notice served by any other means shall be effective upon actual receipt. Either party may change its address for service upon written notice to the other.
15. **Survival** - It is the intent of the parties that, except where the contrary intention has been indicated, the terms and conditions of this Agreement shall survive expiry or earlier termination.