

## SPONSORSHIP AGREEMENT

(Hereinafter the “**Agreement**”)

**BETWEEN:** 1. **FEDERATION OF EUROPEAN AND INTERNATIONAL ASSOCIATIONS ESTABLISHED IN BELGIUM**, a Belgian non-profit organisation (“association sans but lucratif”) having its registered office at rue Washington, 40, 1050 Brussels, enterprise number 4083.708.89 (District of Brussels);

Hereinafter “**FAIB**”;

Represented by **Adrian HARRIS, President**;

On the one hand;

2. **xxxxxxx.**

Hereinafter “**the Sponsor**”;

Represented by **xxxxxxx**;

On the other hand;

FAIB on the one hand and the Sponsor on the other hand, shall be hereinafter individually referred to as “**Party**” and collectively as the “**Parties**”;

### **WITNESSETH:**

WHEREAS the Sponsor, **an organisation in charge of dealing with xxxxxx?**

WHEREAS the Sponsor wishes to support and sponsor FAIB and its activities;

WHEREAS the Sponsor wishes to work in closer relationship with FAIB and its members, to participate to the FAIB meetings and to get to know more about them, their priorities and outcome;

WHEREAS FAIB is a non-profit, non-political association that promotes and defends the interests and activities of its members;

WHEREAS FAIB’s members are organizations of European or global scope, and include trade or business federations, cultural and scientific societies, youth and sport associations, religious and philanthropic societies;

WHEREAS FAIB wishes to establish a sponsorship programme with companies, organizations or institutions that are interested in or relate with the activities of FAIB or with the activities of FAIB's members;

WHEREAS, to that end, the Parties, understanding and accepting the terms and conditions set forth herein, desire to establish a sponsorship relationship on such terms and conditions.

## **NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:**

### **1. Definitions**

1.1. "**Execution Date**" shall mean the date of signature of this Agreement and, in the case of signature at different dates, shall mean the last day of signature by a Party.

1.2. "**Fee**" shall mean the yearly VAT excluded fee referred to in Article 4.3 hereof.

1.3. "**Member(s)**" shall mean any or several members of FAIB.

1.4. "**Newsletter**" shall mean the quarterly journal published by FAIB under the name "FAIB News".

1.5. "**Sponsorship**" shall mean the collaboration established and organized by the Parties under the Agreement.

### **2. Purpose of the Agreement**

The purpose of this Agreement is to confirm the appointment of the Sponsor and to define in particular the general terms and conditions applicable to the Sponsorship.

### **3. Sponsorship organization and control**

FAIB reserves the right to set up a dedicated committee within the FAIB to organize, supervise and control the sponsorship. All sponsors will be consulted on the terms of reference of this committee prior to their submission to the FAIB General Assembly.

### **4. Rights and Obligations of the Sponsor**

4.1. The Sponsor hereby undertakes to initiate and support all steps required to make its obligations hereunder valid and binding.

4.2. The Sponsor acknowledges that it has the duty to fulfil its obligations under this Agreement in good faith and to refrain from acts which might defeat the Sponsorship or in any way be detrimental to FAIB's reputation or that of its members. The Sponsor also commits to follow and abide by FAIB policies, conditions & regulations.

4.3. Upon request by FAIB, the Sponsor shall pay a yearly Fee initially fixed at **one thousand one hundred Euros (€ 1,100.00)** that may be revised on a yearly basis, as determined by the Board of Directors and endorsed by the General Assembly of FAIB.

4.4. The first Fee shall be requested by FAIB with five (5) calendar days as from the Execution Date.

## **5. Acknowledgement and visibility**

The sponsor shall be entitled to the following:

Within ten (10) days as from the payment of the first Fee, the Sponsor shall be entitled to:

- 5.1. Have its name and/or logo as well as a short description of its activities (15-20 words) - if provided in time and in requested format - appearing on a page on FAIB's website specifically dedicated to presenting FAIB's sponsors, and in future editions of the FAIB News as commonly agreed upon.
- 5.2. The right to publish an article describing its organization and activities in the FAIB News once per year. The article shall be a maximum of 250 words and shall be published within four (4) months after settlement of the first fee request.

The Sponsor understands and agrees that FAIB retains the right to refuse the publication of any article FAIB deems inappropriate or not in line with the editorial line of its Newsletter without any justification. FAIB's approval of the Sponsor's article shall however not be unreasonably withheld.

- 5.3. The right to send a flyer on a yearly basis, joined with the FAIB News in which the Sponsor's presentation is published.
- 5.4. The right to access a section of FAIB's website, the content of which is reserved to FAIB's sponsors. Within one (1) month as from the Execution Date and provided the first Fee has been paid by the Sponsor, the Sponsor shall receive a personal login and password.

This section of FAIB's website shall:

- include all issues of the FAIB News published on the website;
- allow privileged contact with FAIB members, who can get in touch directly with the Sponsors if appropriate.

The Sponsor understands and agrees that FAIB shall retain full management, supervision and control on its website and its content.

- 5.5. The right to attend the "lunch-debates" and webinars organised by FAIB on a complimentary basis (The Sponsor shall be invited to nominate one delegate per event).

- 5.6. Additional possibilities: Depending on opportunities, the Sponsor shall be offered the possibility of sponsoring and/or jointly organise specific temporary events or publications made by FAIB, such as: sponsoring and organisation of a lunch-debate; partnership and access to the Sponsor's infrastructure to support a specific survey on behalf and mandated by FAIB.

Should the opportunity arise, the Parties shall negotiate in good faith in order to determine the conditions and modalities thereof.

- 5.7. The Sponsor understands and agrees that it shall not be authorized to either approach FAIB members through mass mailing / emailing or make use of FAIB membership database, or to claim details from FAIB on all or some of its members. Contacts initiated by Sponsors prior to or outside the Sponsorship agreement are authorized. The Sponsor agrees not to conduct commercial activities towards FAIB members on behalf of/or mentioning its agreement with FAIB without prior FAIB consent.

## **6. Rights and Obligations of FAIB**

- 6.1. FAIB hereby expressly confirms that it appoints the Sponsor as a fully-fledged participant to its sponsorship programme. It agrees to limit the number of sponsors per "core-business"- category to a maximum of three (3), **except for destinations (convention bureaux, etc.) for which the number is unlimited.** This number can be subject to revision in consultation with Sponsors within the same category after a period of two years. The Sponsor shall select a core business category under which it wishes to be registered.

FAIB will inform the sponsor(s) of the acceptance of another sponsor in the sponsor(s)' selected category.

- 6.2. FAIB hereby undertakes to initiate and support all steps required to make its obligations hereunder and the rights granted to the Sponsor hereby valid and binding on itself.
- 6.3. FAIB acknowledges that it has the duty to fulfil its obligations under this Agreement in good faith and to refrain from acts which might defeat the Sponsorship.
- 6.4. FAIB hereby retains and appoints the Sponsor in the category corresponding to its core business, i.e.: **xxxxxx** (detailed description per category to be further developed).

## **7. Referencing**

FAIB authorizes the Sponsor to mention, in connection with this sponsorship agreement, in its business and advertising media, the name of FAIB and create a hyper-link to FAIB official website.

## **8. Entry into force, duration and termination**

8.1. Subject to the provisions of termination contained herein, this Agreement shall commence on the Execution Date and shall thereafter continue for an initial period of one year.

After such initial period, this Agreement shall be tacitly and automatically renewed for consecutive one (1) year periods unless terminated by either Party by written notice sent by registered mail at least three (3) months prior to the expiration of the initial period of one year or any renewal period. **The termination will take effect on 1st January of the following year.**

8.2. Subject to the provisions of Article 9 hereof, either Party may terminate this Agreement on written notice to the Party, effective immediately if the other Party perpetuates a material breach of any of its obligations under this Agreement which is not cured within thirty (30) days of written notice from the other Party specifying the breach.

Such right of termination shall be without prejudice, and in addition to any other remedy the non-defaulting Party may have at law or in equity due to the other Party's breach of its obligations hereunder.

8.3. Subject to the provisions of Article 9 hereof, this Agreement shall be automatically terminated if the other Party is dissolved or liquidated, files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of its creditors or has a receiver appointed for all or substantially all of its property.

## **9. Effects of termination**

Expiration or termination of this Agreement in whole or in part shall not relieve the Sponsor from the obligation to pay any amounts due to FAIB, nor shall it relieve the Sponsor of its obligations under Article 5.7. hereof, and any other article providing for its survival, which shall survive such expiration or termination, in accordance with their terms.

### Payments

All payments to be made to FAIB under this Agreement shall be made by bank transfer to the following bank account:

- Account Holder Name: **FAIB**, Fédération des Associations européennes et internationales établies en Belgique
- Bank Name: **BNP PARIBAS FORTIS** - Agence Louise / 43031.3
- Bank Address: - Avenue Louise 58, 1050 Brussels, Belgium
- IBAN: **BE68 2100 5088 4434** BIC: **GEBABEBB**

## **10. Liability**

FAIB hereby ensures that it will carry out its duties hereunder with reasonable care but will not accept any responsibility for any loss, injury, damage, expense or any liability whatsoever arising out of, or in connection with, the Agreement, provided that such damage was not caused by a wilful act or a gross negligence of FAIB.

Each Party shall be responsible to the other for any costs or expenses including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from the default of such Party, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Agreement.

## **11. No partnership or agency, no joint liability**

The activities to be performed by the Sponsor hereunder are undertaken by it as an independent contractor and not as an agent of FAIB or any of its Members. The Sponsor shall not at any time, enter or incur, or hold itself out to third parties as having authority to enter or incur on behalf of FAIB or any of its Members, any commitments, expenses or liabilities whatsoever.

Nothing in this Agreement shall be deemed to create a partnership or agency or any formal business organization or legal entity among the Parties. The obligations of the Parties under this Agreement are several and not joint.

## **12. Confidentiality**

The Parties shall also treat as confidential and prevent unauthorized duplication or disclosure of any confidential information of the other Party made available to it hereunder and shall not use any such confidential information for any purpose other than for the purposes of this Agreement.

The provisions of this Article 12 shall survive any expiration or termination of this Agreement for any cause for a period of at least two (2) years after such expiration or termination.

## **13. Force Majeure**

The failure of either of the Parties hereto to perform any obligation under this Agreement solely by reason of causes beyond its control, including but not limited to acts of God, acts of government, riots, wars, strikes, natural disasters, shall not be deemed to be a breach of this Agreement, provided, however, that the Party so prevented from complying herewith shall continue to take all actions within its power to comply as fully as possible herewith. If such event causes or is reasonably anticipated to cause delay in performance for more than ninety (90) days, then either Party may terminate this Agreement, effective upon written notice to the other Party, subject to the provisions of Article 9 hereof.

#### **14. Contacts**

All notification or notices given by one Party to the other shall be in writing by email, with confirmation by regular mail.

They shall be deemed given the sooner of receipt or three business days after having been posted.

They shall be addressed to the following address:

**if to FAIB:**

To the Secretary General of FAIB, Rue Washington, 40 – 1050 Brussels;

**if to the Sponsor:**

To its office and its representative as listed on page 1 of this agreement;

or to the latest address of such Party as shall have been communicated in writing to the others.

#### **15. Governing Law - Jurisdiction**

This Agreement shall be ruled and interpreted according to the laws of Belgium.

All disputes arising out of or in connection with this Agreement, if not amicably settled, shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium. Language of the proceedings shall be French, Dutch or German.

#### **16. General provisions**

This Agreement is binding upon and, being concluded *intuitu personae*, ensures to the sole benefit of the Parties hereto.

Neither Party may assign or subcontract this Agreement in whole or in part without the prior written notice of the other Party.

All persons so appointed and all persons employed by a Party shall be this Party's servants, agents and employees and not those of the other Party. Each Party shall be wholly responsible for all of its servants, agents and employees' actions.

Headings are inserted for convenience and shall not affect the meaning or interpretation of this Agreement or any clause thereof.

No waiver of any default hereunder by either Party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.

Should any part of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original





business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

This Agreement constitutes the whole agreement between the Parties and shall prevail on any other terms. Any amendment or modification to this Agreement shall only be made in writing and shall only be valid when signed by all the Parties.

Signed by :  
on behalf of **FAIB**

Adrian HARRIS, President  
Brussels, **xxxxxxx**

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Signed by :  
on behalf of  
**xxxxxxx**, Sponsor

**Name xxxxx**  
**Location xxxx**, \_\_\_\_\_

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