**SPONSORSHIP AGREEMENT**

This Sponsorship and Marketing Agreement ("**Agreement**") is entered into at \_\_\_\_\_\_\_\_\_ on this day of \_\_\_\_\_\_, 2015 by and between

**Association Internationale des Etudiants en sciences Economiques et Commerciales**, a society registered under the Societies Registration Act, 1860 having its address at \_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “**AIESEC**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

**And**

(***Insert name of the organization***), an organization established and incorporated under the laws of \_\_\_\_\_\_\_\_\_\_ having its registered office address at \_\_\_\_\_\_ (hereinafter referred to as the “**Organisation**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

The Organisation and the AIESEC are hereinafter individually referred to as “**Party**” and jointly as “**Parties**”.

**WHEREAS**

1. AIESEC is a youth run organization which provides a platform for youth leadership development, international internship and provide global learning environment.
2. The Organization is *inter alia* engaged in \_\_\_\_\_\_\_ [***Comment:*** ***insert the nature of business of the organisation].***
3. AIESEC and the Organization are willing to enter into an arrangement to market, promote each other in the events and programmes in the colleges and universities across India.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the good and valuable consideration mentioned hereinafter, the receipt and sufficiency whereof is hereby acknowledged, the terms and conditions agreed by the Parties as follows:

1. **Marketing, Promotion and Sponsorship**
   1. During the Term, the Organization shall provide AIESEC with INR \_\_\_\_/- per month (“**Sponsorship Fee**”) for hosting, holding promotional programmes, group discussions and personal interviews in colleges and universities. ***[This is subject to the terms of payment agreed between the parties.]***
   2. AIESEC shall in consideration of the Sponsorship Fee, during the Term, promote the brand name of the Organization at the events conducted by it. The brand name and logo of the Organization shall be as detailed in Annexure A \_\_\_\_\_\_\_.***[Attach Annexure which has exact details of deliverables]***
   3. The Organization understands and agrees that AIESEC shall have other sponsors during the Term and the Organization shall not have a right to object to such an arrangement with any such third parties.
2. **Representations and Warranties**

Each Party hereby represents and warrants to the other Party as under:

* 1. it is an organization duly organized and validly existing and in good standing under the laws of India;
  2. it has full power and authority to enter into this Agreement and to perform its obligations hereunder;
  3. it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement, and
  4. the services to be rendered and the materials provided by each Party under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

1. **Term and Termination**
   1. Term

The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_, 2015 and conclude \_\_\_\_\_\_\_\_\_\_\_, 201\_, unless terminated sooner in accordance with the terms of this Agreement (the "**Term**").

* 1. Termination

1. In the event of a material breach by either Party of any term of this Agreement, the non-breaching Party may terminate this Agreement by written notice to the breaching Party if the breaching Party fails to cure such material breach within thirty (30) days of receipt of written notice thereof.
2. AIESEC shall have a right to termination this Agreement without assigning any reason by giving thirty (30) days written notice to the Organization.
3. **Confidentiality**

Except as expressly set forth herein, Parties shall maintain in confidence the terms of this Agreement. It is expected that, pursuant to discussions to date and to this Agreement, the Parties may disclose to one another certain information ("**Confidential Information**"), as defined herein, which is considered by the disclosing Party to be proprietary or confidential information. Confidential Information is defined as any, information, communication or data, in any form, including, but not limited to oral, written, graphic or electromagnetic forms, models or samples, which the disclosing Party desires to protect against unrestricted disclosure or use, including without limitation, business information, financial data and marketing data.

All Confidential Information shall remain the sole property, of the disclosing Party and its confidentiality shall be maintained and protected by the receiving Party with the same degree of care as the receiving Party uses for its own confidential and proprietary information and the receiving Party shall not disclose such Confidential Information to any third party. The restrictions of the use or disclosure of any Confidential Information shall not apply to any Confidential Information:

1. after it has become generally available to the public without breach of this Agreement by the receiving Party; or
2. is rightfully in the receiving Party's possession prior to disclosure to it by the disclosing Party; or
3. is independently developed by the receiving Party; or
4. is rightfully received by the receiving Party from a third party, without a duty of confidentiality; or
5. is required to be disclosed under operation of law.
6. **Limitation of liability**

Neither party shall have any liability hereunder for any indirect, special, punitive or consequential damages including, without limitation, loss of profit or business opportunities, whether or not the party was advised of the possibility of such.

Except as expressly set forth herein, neither party makes any, and each party hereby specifically disclaims any representations or warranties, express or implied, regarding the services contemplated by this agreement, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

1. **Indemnification**

The Organization agrees to indemnify, defend and hold harmless AIESEC and its representatives, beneficiaries, assigns from any and all third party losses, liabilities, damages, actions, claims, expenses and costs (including reasonable attorneys' fees) which result or arise out of or in connection with the breach of this Agreement.

1. **Miscellaneous** 
   1. **Relationship of the Parties:** Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.
   2. **Severability:** If any provision of this Agreement shall be declared by any court of competent Jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.
   3. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
   4. **Notices:** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to AIESEC:

**AIESEC Kolkata,**

**118, Elliot Road,**

**Kolkata- 700016**

.

**Attention:**

Tel:

Fax:

If to the Organisation:

[To be inserted]

* 1. **Force Majeure:** Except as otherwise expressly provided in this Agreement, neither Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, war, terrorist acts, riots or civil disturbances, government regulations, acts of civil or military authorities, or acts of God provided the Party affected takes all reasonably necessary steps to resume full performance.
  2. **Entire Agreement:** This Agreement (i) constitutes the binding agreement between the Parties, (ii) represents the entire agreement between the Parties and supersedes all prior agreements relating to the subject matter contained herein and (iii) may not be modified or amended except in writing signed by the Parties.
  3. **Survival:** The following sections shall survive any termination or expiration of this Agreement: 2, 4, 5, 6, 7.2, 7.4, 7.7 and 7.8.
  4. **Governing Law:** This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India.
  5. **Assignment:** Neither Party shall sell, transfer or assign this Agreement or the rights or obligations hereunder, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
  6. **Headings:** The headings of the various sections of this Agreement have been inserted for convenience of reference only.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the day and year first above written.

Signed and delivered for and on behalf of

AIESEC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Signed and delivered for and on behalf of

Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: