

Sponsoring Agreement

between

– known hereafter as the "sponsor" –

and

Technische Universität Darmstadt
Karolinenplatz 5
64289 Darmstadt
Germany

for

– known hereafter as the "sponsee" –

Preamble

The sponsor, _____, strives to support the sponsee in his efforts to

§ 1 Sponsor's obligations

- (1) The sponsor agrees to pay _____ exclusive VAT to the sponsee.
- (2) The payment is used for the purpose of _____
- (3) The payment is due 2 weeks after receipt of the invoice. Payment details are included on the invoice.
- (4) Invoices should be addressed to: _____

§ 2 Sponsee's obligations

(1) The sponsee will

in return.

(2) Both parties acknowledge that changes to the agreement may become necessary. Sponsor and sponsee agree to make necessary changes in due time and cooperative manner.

§ 3 Commencement, duration and termination

(1) This agreement enters into force upon signature of all parties.

(2) It commences on _____ and terminates on _____ without further notice.

(3) An ordinary notice of termination is not possible, however a dismissal for exceptional causes is possible (among others), if

- (a) _____ is cancelled due to unforeseen or unavoidable circumstances (e.g. cancellation due to impeding security hazards) or
 - (b) in case of application of § 2 (2), an equivalent replacement is not found or not acceptable to both parties.
- Both parties agree that postponing _____ may be possible.

(4) Termination must be submitted in writing.

(5) In case of a cancellation of exceptional causes, all obligations of the sponsee are revoked from the day of the cancellation. A refund of already transferred payments cannot be claimed by the sponsor.

(6) The sponsee returns non-cash benefits (i.e. physical items) only according to occurred payments received from the sponsor.

§ 4 Contacts

Both parties name responsible contacts, who coordinate the fulfillment of this agreement.

Sponsor's contact:

Sponsee's contact:

§ 5 Liability

(1) The sponsor shall indemnify and hold harmless the sponsee for any claim raised by a third party against the sponsee arising out of the sponsor's acts or omission under this Agreement.

(2) The sponsee does not guarantee a certain success of the undertaken advertisements. The sponsee shall just be liable in the event of intent or gross negligence.

§ 6 Confidentiality

(1) All internal information regarding business secrets in whatever form or mode of communication, which is disclosed by the sponsee to the sponsor in connection with the Agreement during its implementation is "Confidential Information".

(2) The Sponsor hereby agrees during this agreement and after the end:

- (a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors without the prior written consent by the sponsee wherein the Sponsor must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions
- (c) to ensure that internal distribution of Confidential Information by the Sponsor to its employees or employees of its Affiliated Entities or Subcontractors shall take place on a strict need-to-know basis; and
- (d) to return to the sponsee on demand all Confidential Information which has been supplied to or acquired by the Sponsor including all copies thereof and to delete all information stored in a machine readable form. The Sponsor may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

The Sponsor shall be responsible for the fulfilment of the above obligations on the part of its employee and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the employment.

(3) Reproductions of any kind – unless specified in this agreement – of paperwork, drawings etc. concerning this agreement through the sponsor or his employees are prohibited. The sponsor stores this paperwork in a secure location and restricts access by unauthorized personal.

(4) Publications by the sponsor concerning insights generated by the agreement and its contents are prohibited without permission of the sponsee.

§ 7 Miscellaneous

(1) Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.

(2) A party shall inform the other party without undue delay if circumstances occur that prevent them from fulfilling this agreement or parts of it. Actions regarding public relations must be aligned with both parties.

(3) The sponsor agrees to the publication of his name and the monetary value of his obligations might be published in the sponsoring report of the state of Hesse or the federal government's report.

(4) Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

§ 8 Applicable Law and settlement of disputes

(1) This Agreement shall be construed in accordance with and governed by the laws of Germany excluding its conflict of law provisions.

(2) All disputes directly arising under this Agreement which have not been settled amicably within 90 days following a Party's written notification to the Party of a dispute between them, shall be subject to the exclusive jurisdiction of the competent court in Darmstadt.

Technische Universität Darmstadt

Place and date

Place and date

Signature

Signature