

SPONSORING AGREEMENT

1. **[Name of Sponsor]**, [domicile]

hereinafter referred to as **Sponsor**

and

2. **Society for Artistic Research (SAR)**, an association according to Art. 60 et seq. of the Swiss Civil Code, having its domicile in Berne/Switzerland

hereinafter referred to as **SAR**

Sponsor and SAR individually or collectively also referred to as **Party** or **Parties**

RECITALS

- A) SAR is a not profit-oriented association under Swiss Civil Law which aims at offering artistic researchers the opportunity to disseminate their research in a combination of a journal publication with research documentation and exposition in a research catalogue. In order to achieve its purposes, SAR does inter alia solicit and receive donations in cash and in kind from sponsors all over the world.
- B) Sponsor is [description of what sponsor is] under [country] Law with its main activity being [short description of what Sponsor does].
- C) Sponsor is willing to support SAR's objectives and activities with a donation in cash /OR/ in kind.
- D) The Parties intend to enter into this agreement (hereinafter "**the Agreement**") and specify their mutual obligations as follows:

I. UNDERTAKINGS OF SPONSOR

1. Donation

1.1 Sponsor provides a non-refundable, annual, lump-sum financial donation support of EUR [sum] (incl. VAT, if any) to SAR (hereinafter "**the Donation**"). SAR must use the Donation solely for the purpose of [description]. [Second sentence is optional in case Sponsor wants to donate for a specific purpose only.].

/OR/

Sponsor provides a non-refundable, annual, donation in kind consisting of [description] to SAR equivalent to a donation in cash of EUR [sum] (incl. VAT, if any) (hereinafter "**the Donation**"). SAR must use the donation solely for the purpose of [description]. [Second sentence is optional in case Sponsor wants to donate for a specific purpose only.].

1.2 Sponsor expressly undertakes not to claim any partial or full refund of the donation as this was granted to SAR as a non-refundable donation support.

2. Payment

The donation is due on [date] and Sponsor shall wire it to SAR's bank account no. [please specify] with bank [please specify].

3. Use of name and logo

Sponsor hereby grants SAR a royalty-free right to use its logos and brands as described in Art. II infra for the term of this Agreement.

II. UNDERTAKINGS OF SAR IN RETURN FOR THE DONATION

For the donation worth EUR [sum] ("**Bronze Level**" /OR/ "**Silver Level**" /OR/ "**Gold Level**"), SAR shall in return grant Sponsor:

- a) an acknowledgment, with logo and link to Sponsor's website on SAR's own website;
- b) the right to issue a press release after review and approval by SAR's Executive Board;

- c) [number] free entries on a separate instance of the Research Catalogue hosted by SAR;
- d) [additional items].

III. MUTUAL OBLIGATIONS

1. Confidentiality [optional clause]

The Parties shall mutually keep confidential all information, facts, data or circumstances they become aware of concerning each other in connection with the execution of the present Agreement. The present confidentiality undertakings bind the Parties also following the termination of the Agreement.

2. No Agency

The Parties expressly state that this Agreement and the relationship between them hereby established does not constitute a partnership, a joint venture, an agency or a contract of employment between them.

3. Term and Termination

3.1 The Parties conclude the present Agreement for a definite term of one (1) year.

3.2 The Parties hereby agree to annually negotiate the renewal of the Agreement. The renewal will always be for one further year and will first take place within one year from the date of the signing of the present Agreement.

3.3 The Agreement is terminated in the following cases:

- a) automatically with the expiration of time indicated in Art. III/3.1 supra.
- b) the Parties mutual decision on its termination.

IV. FINAL PROVISIONS

1. Variations and Amendments

Variations and amendments of this Agreement, including a waiver of the present clause, are valid only if they are made in writing and duly signed by or on behalf of each Party.

2. Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The invalid or unenforceable provision shall be replaced by a provision that meets the intent of the replaced provision in the closest and best way.

3. Cost and Expenses

Except where this Agreement provides otherwise, each Party shall pay its own costs (such as fees, expenses, taxes etc.) relating to the negotiation, preparation, execution and implementation by it of this AGREEMENT and of each document referred to in it.

4. Governing Law and Jurisdiction

4.1 Notwithstanding its place of performance or execution, this Agreement (including all variations and amendments in accordance with Article III/1 thereto) shall be governed by and construed under and in accordance with the laws of Switzerland.

4.2 Exclusive place of jurisdiction shall be Berne, Switzerland.

5. Counterparts

This Agreement will be executed in counterparts, each of which shall be deemed an original and which shall constitute one and the same Agreement. Each Party declares having received an original thereof.

place/date, _____ place/date, _____

SAR

Sponsor

[■]

[■]

[■]

[■]