

Sponsoring Agreement

between the

State of Bavaria,
represented by the University of Bayreuth,
in turn represented by its president
95440 Bayreuth
for the research group/ institute of

- hereinafter referred to as the University -

and

- hereinafter referred to as the Sponsor -

Preamble

§ 1 Sponsoring services

(1) The University cedes the following sponsoring services to the Sponsor:

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(2) The Sponsor pays the University a sponsoring amount of _____ € (in words: _____ euros) plus the statutory VAT for the sponsoring services mentioned in paragraph 1.

§ 2 Sponsoring principles

(1) Sponsoring includes company or product advertising or company presentation. Advertising with the following content is excluded:

- advertising that violates legal provisions
- advertising with political party content, in particular election advertising
- advertising whose content or appearance is contrary to accepted principles of morality.

(2) The University is entitled to conclude contracts with other sponsors, even if they are competitors of the Sponsor.

(3) The Sponsor decides which of the sponsoring services offered in accordance with §1 para 1 are used. The partial or total non-use of one or more offers has no influence on the sponsoring amount under the terms of § 1.

§ 3 Payment conditions

The Sponsor's payment is due upon conclusion of the contract after invoicing by the University.

§ 4 Transparency as a priority

The University shall be entitled, in the case of a legitimate interest and in cases where it is obligated to do so for legal reasons, to inform third parties of the performance agreed in this contract, the amount of the grant, and the name of the Sponsor.

§ 5 Assignment of advertising resources

The Sponsor shall provide the University with the advertising resources required for the agreed sponsorship measure, e.g. logos, in due time before the event begins. The provided advertising resources may only be used for the purpose agreed in this contract. Further or other uses require the prior consent of the Sponsor.

§ 6 Liability

(1) The University accepts no responsibility for the objectives pursued by the Sponsor, in particular the advertising success of the sponsoring measures. Furthermore, the University of Bayreuth is only liable for advertising resources provided in the case of intentional or grossly negligent misconduct.

(2) If an event is cancelled for reasons for which the contracting parties are not responsible, both contracting parties shall be released from their performance obligations. If the event does not take place for reasons for which the organizer is responsible, the sponsor shall be entitled to compensation for the costs already incurred by it in this connection. If the organizer cancels an event on its own initiative for reasons of health protection (e.g. due to a pandemic, epidemic or other significant infectious event), even though the event would be permissible under government regulations or official orders, both contracting parties shall likewise be released from their performance obligations.

§ 7 General provisions

(1) The law of the Federal Republic of Germany shall apply exclusively to this contract to the exclusion of the conflict-of-law provisions of international private law. The sole place of jurisdiction is Bayreuth.

(2) Amendments and supplements as well as any ancillary agreements must be made in writing. This formal requirement can only be waived in writing.

(3) Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid provision with a provision corresponding to its meaning and purpose.

_____ this _____

[Sponsor/]

Signature Sponsor

Bayreuth, this _____

University of Bayreuth
- Provost –

Signature Research group/institute