

UK-MADspo03

Sponsorship agreement: sports person or other individual

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Date: [date]

Parties:

[Name of person sponsored] of [address of person sponsored] (the "Sponsored Party")

AND

[name of sponsor] **of** [address of sponsor] (the "Sponsor")

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

[illegible]

"Event" means a three part competition as is understood [in ■■■■■■■■■■■■■■■■■■■■■■].

“Fee” means the price for the Sponsorship agreement.

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, [REDACTED], [REDACTED], [REDACTED], [REDACTED] - [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

[illegible]

"Sponsored Services" means any services which the Sponsor may decide ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

"Term" means the period from today until [date].

2. Interpretation

In this agreement, unless the ■■■■■■■■■■ :

- 2.1. A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or ■■■■■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■ .
- 2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some ■■■■■■■■■■ ■■■■■■■■■■ .
- 2.3. [Except where stated otherwise,] any obligation of any person arising from this agreement may be performed by any other person except ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .
- 2.4. The headings to the paragraphs and schedules (if any) to ■■■■■■■■■■ ■■■■■■■■■■ .
- 2.5. All money sums mentioned in this agreement are calculated net of VAT, which ■■■■■■■■■■ .

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership or agency [or the relationship of employer and employee], or other relationship between any of the ■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ .

- 3.2. Neither party shall have, nor represent that they have, any authority to ■■■■■■■■■■ .

OR

- 3.3. [Sponsored Party/ Sponsor] enters into this agreement as agent for the other party and warrants that [■■■■■■■■■ / ■■■■] ■■■■■■■■■■ ■■■■■■■■■■ .

4. Entire agreement

- [illegible]

5. Grant of sponsorship rights

- 5.1. Sponsored Party now warrants that the rights and licences granted by this agreement will [REDACTED].
- 5.2. Sponsored Party now grants to the Sponsor the [exclusive] rights and licences set out in this agreement for the Term and for [REDACTED].
- 5.3. The rights and licences granted by this agreement extend only to the [industry sectors / product ranges] [REDACTED] 1].

6. Sponsorship Fee and payment

- [illegible]

- 7.3.2 text on sides and back of horse lorry;
- 7.3.3 on clothing work by Sponsored Party;
- 7.3.4 on clothing worn by Sponsored Party staff;

8. Promotion of Sponsored Goods / Services

- 8.1. In addition to payment of the Fee, the Sponsor will [REDACTED]
[REDACTED] [REDACTED / REDACTED / REDACTED / REDACTED] [REDACTED / REDACTED] [REDACTED]
[REDACTED].
- 8.2. Ownership of the Sponsorship Goods shall remain at all [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9. Obligations of Sponsor

The Sponsor now acknowledges and undertakes to:

- 9.1. provide the Sponsorship Goods listed in Schedule 2;
- OR
- 9.2. provide not less than [number] sets [/ / / / /] .
- 9.3. provide whatever information the Sponsored Party reasonably requires in .
- 9.4. allow the Sponsored Party .

10. Obligations of Sponsored Party

Sponsored Party undertakes to:

- [illegible]

10.13. comply with the requirements of the Sponsor's Product ■■■■■■■■■■
 , ■■■■■■■■■■
 ■■■■■■■■■■ ["■■■■■■■■■"] ■■■■.

11. Joint obligations

Each of the parties agrees and undertakes to:

[illegible][illegible][illegible]

12. Intellectual Property

[illegible]

12.2. Sponsored Party shall not claim nor register any intellectual property right in _____, _____

_____.

12.3. Sponsored Party agrees to use best endeavours to notify all persons who
,

[illegible]

12.5. Sponsored Party now agrees to:

Schedule 1: [Industry sectors / product ranges] [and countries]

Schedule 2: Sponsorship Goods

[illegible]

[illegible][illegible]

Appendix 1 to Schedule 3

Data Processing Activities

What either party may process in each category

1.
 - 1.1. Name
 - 1.2. Address
 - 1.3. Email address
 - 1.4. Telephone number
 - 1.5. , , - , ,
 , ,
 .
 - 1.6. , ,
 .
 - 1.7. []
2. Processing the data of these data subjects
.
3.
 - 3.1. , ,
 .
 - 3.2. , .
4. Retention period
 - 4.1. , , ,
 :
 - 4.1.1. for accounting and taxation purposes;
 - 4.1.2. ;
 - 4.1.3. ;

4.2.

.....
 ,

Explanatory notes:

Sponsorship agreement: sports person or other individual

General notes

1. Sponsorship is an area where every deal is different from every other. However, if we were to provide only a very loose framework, it may not immediately have been apparent to you what should be changed. We have therefore chosen to base the template on a particular sport - in this case an equestrian sport. But that is not relevant to the use you want. The rights in this

- 2.** There are provisions in a couple of places for the agreement to be made between a UK party and either or both of the sponsor and event to take place in [REDACTED] .

3. If sponsored party and the sponsor have not worked together before, we advise that the sponsor should be very precise as to what the sponsor wants out of the deal. It is all too easy to assume that the nice guy the sponsor is dealing with has the power and time to micro-

- #### 4. Recognition of our copyright in this document

[illegible][illegible]

- ## 5. Document review service

If you would like our legal team to check your edited version, we ■■■■■■
■■■■■■■■■■■■■■■■■■■■.

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

Notes following the numbering of the document

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove.
The point on VAT can be deleted for commercial transactions, ■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

3. Relationship of parties

[illegible]

4. Entire agreement

[illegible]

5. Grant of sponsorship rights

We have no comment.

6. Sponsorship Fee and payment

Your sponsorship deal may or may not include ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■.

7. Sponsorship rights granted

[illegible]

You should identify whether your business is a "data controller" or a "data processor". If you are a data controller, you will be responsible for ensuring that your business complies with the GDPR. If you are a data processor, you will be responsible for ensuring that you are acting in accordance with the instructions of the data controller.

The full requirements can be found at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/>

[illegible]

14. Indemnity

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15. After termination

We have no comment.

16. Uncontrollable events

[illegible]

17. Miscellaneous matters

[illegible]

Schedule 1 [■ ■ ■ ■ ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■] [■ ■ ■ ■ ■ ■ ■]

[illegible]

Schedule 2 Sponsorship Goods

Delete if not required

Schedule 3 Data Protection Act 2018 Compliance

Self explanatory

End of notes