**2022/23 EUSU \*insert club\* Club Partnership Agreement**

This partnership agreement is made and entered into as of the **DATE** (‘Effective Date’) by and between:

1. **YOUR CLUB NAME**

**Edinburgh University Sports Union**

**48 Pleasance**

**Edinburgh**

**EH8 9TJ**

Hereafter “The Recipient”

And;

1. **COMPANY NAME**

**COMPANY ADDRESS**

Hereafter “The Partner”

As part of this agreement the Partner have agreed to provide financial and value-in-kind support to the Recipient, subject to the terms and conditions laid out in this agreement.

1. **Partnership Period**
   1. This agreement shall commence on **DATE** and shall continue until **DATE** hereafter “The Partnership Period”.
   2. In the event that either party should wish to withdraw from the agreement laid out, due to either party having failed to meet their obligations of the agreement, a period of two weeks’ notice is to be given for both parties to try to solve their grievances. If no solution can be found, a further period of two weeks is to be given before the termination of the contract. This 4-week period shall hereafter be referred to as ‘the Termination period’.
   3. In the event of termination as in Clause 1.2, any fees already paid to the recipient, or promotional material/activity already given/agreed to the recipient, shall stand and must be used. Any fees, supported activity or promotional material/activity due within the Termination Period shall still stand.
   4. There shall be no financial penalty for either party in the case of termination of the contract, however all agreed financial agreements prior to and during the Termination Period must be honoured.
2. **Partnership Fee** 
   1. Subject to the provisions of this agreement, the partners agrees to pay the recipient a fee of **AGREED** **AMOUNT** (The Fee).
   2. The partnership fee shall be paid by the Partner to the Recipient on **DATE** and will be paid in instalments of **£… thereafter in intervals of … months,** as laid out in clause 3.
   3. Should the Partner fail to make this payment on the agreed date, they have a period of 14days in which to make the payment to the Recipient. If the payment is not made to the Partner within 14days, the Recipient reserves the right to claim the funds from the Partner and terminate the contract with immediate effect.
3. **Payment Schedule**
   1. Outline of Payment Schedule

|  |  |  |
| --- | --- | --- |
| Payment Amount | Description | Due Date |
| **AMOUNT** | **‘The Fee’** | **DATE** |

**Account details**

**Name on Account:**

**Account Number:**

**Sort Code:**

* 1. Invoices will be issued by the Recipient, 14days prior to the agreed payment date and sent to the following address:

**Name of Partner Contact**

**Partner’s Address**

1. **Recipient Obligations**
   1. In return for the full payment of the ‘Fee’ the Recipient shall provide the Partner with the following benefits:

**\*\*insert recipient obligations below\*\***

* The Recipient club will assist the partner with the promotion **of its …… through the means of ….. .** The Partner should provide all content and information to the recipient no less than 14days prior to the agreed publication date.
* Promotional material of the Partner shall be distributed at specific club run events throughout the length of **this agreement…. This shall be achieved using …….** As promotional tools.
* The Partner’s logo shall be displayed on **x-number** of promotional material and electronic newsletters distributed to club members and on social media. These will be released on a basis of number/timeline.
* \*\***Partner Dependant\*\*** The Partner will be granted the opportunity to host and speak at up to two club events over the course of the agreement.
* Neither the Recipient nor the Partner shall use language or action, on or offline to promote a negative image of the agreement to outside parties.
  1. The Partner understands and accepts that they are not the only Partners of the Recipient, and that their Partnership is subject to the terms of this agreement

1. **The Partner’s Obligations**

**\*\* insert partner’s obligations below\*\***

* 1. In exercising the said rights and licences, the Partner shall, subject to receiving appropriate invoices, pay the recipient the Partnership fee, when this is due for payment as set out in 3.1
  2. As laid out in 4.1 the Recipient shall promote the Partner through email, social media and hard copy advertising with adverts of the Partner creation, so long as they are in keeping with the image of the Recipient and submitted to the Recipient by an agreed upon date in advance of the expected time of publication. The Recipient is not obligated to publish any material deemed inappropriate or submitted too close to publication for inclusion in any announcement from the Recipient.
  3. **The Partner has the right to first refusal to provide financial and value-in-kind support to the Recipient for activity outside of this contract** as outlined in 4.3. The Partner and Recipient have the right to extend this contract without tender if both agree that this is valuable.
  4. The Recipient reserves the right to leave the contract with the Partner if payment is delayed or withheld or any contract terms are violated.
  5. The Partner must provide a designated point of contact, with agreed timescales, project plans, targets and KPIs. The payments to be paid in instalments at agreed timescales throughout the year.

1. **Renewal**
   1. Should the Partner and Recipient agree, this contract shall be subject to a one year extension, based on the same fee, subject to inflation if necessary, obligations, rights and exercise of rights. The Recipient and Partners are also entitled to refuse to renew this Agreement.
   2. If both Recipient and Partner agree to renew this agreement, it should be completed one month before the expiry of the previous Partnership Period.
   3. In order to authorise a renewal, the agreement, amended with the new dates of the Partnership Agreement, needs to be resigned by Authorised Representatives of both parties.
2. **Amendments**
   1. Amendments, such as the request for further Partner rights, or for further opportunities from the Recipient, for an agreement of a deal on products from the Partner, or any other agreement between the Partner and Recipient, can be agreed at any time. However, to make them subject to the nature of the agreement, they must be added to the agreement under appendix A and dated, and a new copy of the amended agreement must then be signed to become binding.
3. **Agreement**

8.1 This agreement represents the entire agreement between the parties in relation to the subject matter of this agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter. The Partner shall have a fully signed copy of the agreement. The Recipient shall have a fully signed copy of the agreement.

IN WITNESS WHEREOF, duly authorised representatives of each of the parties have executed this Agreement as of the Effective Date.

**Recipients:**

Name:

Organisation:

Title:

Signature:

**Partner**

Name:

Organisation:

Title:

Signature:

**EUSU:**

Name: Heather Gault

Organisation: Edinburgh University Sports Union

Title: Sports President

Signature: