

**SPONSORSHIP AGREEMENT**

**Department of Athletics**

1. **PARTIES:** Parties to this agreement shall be **Texas A&M University – Corpus Christi,** a member of The Texas A&M University System, an agency of the State of Texas (“UNIVERSITY”) at 6300 Ocean Drive, Corpus Christi, Texas and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“SPONSOR”) with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter address).
2. **PURPOSE:** The purpose of this agreement is to provide for terms, provisions, and conditions whereby UNIVERSITY, by and through its Department of Athletics shall receive the sponsorship, support, and consideration herein described from SPONSOR in exchange for the right of SPONSOR to sponsor and support said Department of Athletics events, activities, and endeavors as described herein.
3. **TERM AND TERMINATION:**
4. The term of this agreement shall be for a period of \_\_\_\_\_\_\_\_\_\_\_\_commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on the last day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. In the event of substantial failure by SPONSOR to perform in accordance with the terms of this Agreement, UNIVERSITY may terminate this Agreement for default upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of UNIVERSITY.
6. UNIVERSITY may terminate this Agreement for convenience at any time upon thirty (30) days prior notice to SPONSOR.
7. **CONSIDERATION:**

A. Consideration to be received by the UNIVERSITY from SPONSOR shall be as follows:

1. Payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Agreement term to be allocated annually in the following increments:
	1. Year One: $\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. Year Two: $\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Year Three: $ \_\_\_\_\_\_\_\_\_\_\_\_\_

B. Consideration to be received by SPONSOR from UNIVERSITY shall be as follows:

1. [List Elements Here]
2. **SCHEDULE OF PAYMENTS:**

Payment by SPONSOR to UNIVERSITY as consideration for this agreement shall be made as follows:

Year 1: (\_\_\_\_\_\_\_\_\_\_\_\_\_ Athletic Season) - $\_\_\_\_\_\_\_\_\_\_\_

Year 2: (\_\_\_\_\_\_\_\_\_\_\_\_\_ Athletic Season) - $\_\_\_\_\_\_\_\_\_\_\_

Year 3: (\_\_\_\_\_\_\_\_\_\_\_\_\_Athletic Season) - $\_\_\_\_\_\_\_\_\_\_\_

Total payments shall equal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payments are due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of each year. The first payment is due within ten (10) days of the final execution of this Agreement.

1. **PLACE OF PAYMENT:** All payments made by SPONSOR, pursuant to this agreement shall be made by check payable to UNIVERSITY’S Athletics Department, and such payment shall be mailed to the following address:

Texas A&M University – Corpus Christi

attn.: Athletics / Business Coordinator

 6300 Ocean Drive, Unit 5719

Corpus Christi, Texas 78412

1. **DUTIES AND OBLIGATIONS OF PARTIES:** The duties and obligations of parties, in the performance of this Agreement are as follows:
	1. Duties and Obligations of SPONSOR:
		1. SPONSOR shall provide Athletic Sponsorship Services at prevailing market rates to UNIVERSITY, as described in above in section 4.
		2. SPONSOR shall provide content of Public Service Announcement (PSA) and literature to be distributed to the designated Athletic representative at least 48 hours before each home sporting event, covered under this agreement.
		3. SPONSOR shall provide updates to web links to UNIVERSITY for active links no less than annually.
		4. UNIVERSITY reserves the right to decline any activation of the Athletic logo/trademark in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert sponsor name]. All executions will be submitted to Athletics for approval prior to activation in the market in any form (signage, promotional item, etc.).

B. Duties and Obligations of UNIVERSITY:

1. UNIVERSITY shall ensure fulfillment of all benefits to SPONSOR listed above in section 4B.

1. **AUTHORIZATION AND INDEMNIFICATION REGARDING TRADEMARKS:** SPONSOR represents and warrants that it is authorized to grant UNIVERSITY the right to use marks, logos, insignias and other promotional designations as may be furnished to UNIVERSITY. SPONSOR agrees to indemnify and holds harmless UNIVERSITY, its officers, directors and employees in connection with the utilization of such marks, logos, and/or insignias in the herein described manner.
2. **NON-ENDORSEMENT:** This Agreement shall not be deemed or construed as an endorsement by SPONSOR of the UNIVERSITY or its actions, undertakings or endeavors and similarly, said Agreement shall not be deemed or construed to serve as an endorsement by UNIVERSITY of SPONSOR or its products or services. This Agreement represents the sponsorship agreement by the herein designated SPONSOR of the Department of Athletics.
3. **NOTICES:** Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**UNIVERSITY:**

 Texas A&M University – Corpus Christi

 attn.: Athletics Director

 6300 Ocean Drive, Unit 5719

 Corpus Christi, Texas 78412

With a copy to: Texas A&M University – Corpus Christi

 attn.: Contracts Administration

 6300 Ocean Drive, MS 5731

 Corpus Christi, Texas 78412

 **SPONSOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **INDIVIDUAL FOR DEPARTMENTAL CONTRACT ADMINISTRATION:** The following individuals shall be deemed as the departmental contact person for the purposes of administration of this Agreement. Each party shall have the right to change said designated "contact person" from time-to-time and any party changing the designated contract administrator shall give notice to the other party as such changes occur. The designated "contact person" for administration for each party is as follows, to wit:

 A. UNIVERSITY:

 Jon Palumbo, Athletic Director
 (361) 825-5542 / jon.palumbo@tamucc.edu

 SPONSOR [insert contact below]

1. **VENUE AND GOVERNING LAW:** The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any component of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or component, as applicable, is located. At execution of this Agreement, such county is Nueces County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.
2. **SEVERABILITY:** Shall any provisions of this Agreement be held to be invalid, void or illegal, all remaining terms, provisions and conditions shall be in full force and effect.
3. **CHANGES IN WORK:** If any changes occur during the term of this Agreement with respect to any laws, rules, regulations or ordinances that affect the rights or obligations of UNIVERSITY or SPONSOR under this Agreement or the applicability of any taxes or fees, UNIVERSITY and SPONSOR shall negotiate in good faith to bring this Agreement into conformance with such changes. In the event such agreement cannot be reached, UNIVERSITY shall have the right to terminate the Agreement immediately upon written notice to the other party.
4. **NO PARTNERSHIP:** This Agreement is not intended nor inferred to create any joint operating relationship or partnership by and between the parties other than the sponsorship by SPONSOR of said UNIVERSITY Department of Athletics.
5. **DISPUTE RESOLUTION:** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to TAMU-CC Contracts Administration, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU-CC’s sovereign immunity to suit or liability and TAMU-CC has not waived its right to seek redress in the courts.

The submission, processing and resolution of SPONSOR’S claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code.

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by SPONSOR, in whole or in part.

1. **Public Information:**  SPONSOR acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

a. Upon UNIVERSITY’S written request, SPONSOR will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY.

1. SPONSOR acknowledges that UNIVERSITY may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

 c. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and SPONSOR agrees that the agreement can be terminated if SPONSOR knowingly or intentionally fails to comply with a requirement of that subchapter.

**18. Non-Waiver:** SPONSOR expressly acknowledges that UNIVERSITY is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by UNIVERSITY of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**19. Force Majeure:**  Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**20. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, SPONSOR certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement.  SPONSOR acknowledges this Agreement may be terminated and payment **(if applicable)** withheld if this certification is inaccurate.

**21. CERTIFICATION REGARDING BUSIESS WITH CERTAIN COUNTRIES AND ORGANIZATION:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, SPONSOR certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. SPONSOR acknowledges the Agreement may be terminated if this certification is inaccurate.

**22. RECORDS RETENTION:** SPONSOR will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

**23. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING** **(IF APPLICABLE)**: Under Section 2155.0061, Government Code, SPONSOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**24. NOT ELIGIBLE FOR REHIRE:**  Contractor is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.

**25. LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of UNIVERSITY (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on UNIVERSITY’S property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on UNIVERSITY except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by UNIVERSITY nor any other conduct, action, or inaction of any representative of UNIVERSITY relating to this Agreement constitutes or is intended to constitute a waiver of UNIVERSITY’S or the State’s sovereign immunity to suit.

**26. CONFLICT OF INTEREST:** By executing this Agreement, SPONSOR and each person signing on behalf of SPONSOR certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**27. VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES:** To the extent applicable to this Agreement, SPONSOR agrees that in accordance with Section 2274.002, *Texas Government Code*, SPONSOR (1) does not boycott energy companies, and (2) will not boycott energy companies during the Term of this Agreement.

**28. VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES AND TRADE ASSOCIATIONS:** To the extent applicable to this Agreement, SPONSOR agrees that in accordance with Section 2274.002, *Texas Government Code*, SPONSOR (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

**29. ENTIRE AGREEMENT:** This Agreement and all matters incorporated by reference herein constitute the entire agreement of the parties. No changes, alterations or amendments are binding upon the parties unless reduced to writing and agreed upon by said parties.

ACCEPTED & AGREED:

**[Sponsor]** **Texas A&M University – Corpus Christi**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_