**I. CONTRACTING PARTIES** 

**1.1. (THE SPONSOR)**

(Trade Company).............................................. L.L.C. headquartered in …....................

No. ........., ....................................... Str. /Av, building no. ..., staircase ..., floor ..., apartment ..., Sector ..., having Unique Registration Code No.….…………..., Fiscal Attribute…………...... and Trade Register Registration Number .........../........./.........., International Bank Account No. ………………....., open at ……………………………………………………...., telephone ……………………………....., fax ………………...., hereby lawfully represented by …………………………....., position…………………..., hereinafter named the **Sponsor**

and

**1.2. (THE BENFICIARY)**

**CHILDREN IN DISTRESS FOUNDATION-ROMANIA - FUNDAŢIA COPII ÎN DIFICULTATE – ROMÂNIA,** headquartered in Bucharest, No.16 Radu de la Afumaţi Str., Sector 2, registered at the Trade Register Office Bucharest - Sector 2 Court of Law under No.41/2003 and having Tax Code No. 15467650, hereby lawfully represented by Mr. PAUL KUBASZKY Economist – Vice-President of the Foundation, having the following bank accounts:

BRD- RO12BRDE441SV20937824410/RON – DECEBAL BRANCH OFFICE

BRD- RO08BRDE441SV20937904410/GBP – DECEBAL BRANCH OFFICE

BRD- RO84BRDE441SV46002154410/USD – DECEBAL BRANCH OFFICE

BRD- RO15BRDE441SV55470734410/EURO – DECEBAL BRANCH OFFICE,

Hereinafter referred to as the **Beneficiary,**

Have agreed to enter into the present **Sponsorship Agreement** pursuant to the provisions of **No.32/1994 Law and its subsequent amendments**, and to comply with and abide by the following terms and conditions:

Signed today (date).........................

At (location).............................................

**II. OBJECT OF THE AGREEMENT**

2.1. The Sponsor agrees to irrevocably provide sponsorship for the initiative/event/project …………………………………………………………………………………………………………… organised by the Beneficiary.

2.2. To this effect, the Sponsor will grant the following sponsorship entitlements to the Beneficiary:

a) Sponsorship Fee - total amount payable............................. (In numbers) LEI/EURO/USD, namely....................................................................... . (In letters) LEI/EURO/USD;

b) In-Kind Support - Goods/services/facilities, stated in the Agreement Annex with a total market value amounting to.........................................................................................LEI/EURO/USD.

2.3. The Sponsorship Fee and In-Kind Support subject to clause 2.2 under this Agreement are granted and made available to the Beneficiary and make the sole object of the Sponsorship Agreement, namely of supporting the above-mentioned initiative/event/project organized by the Beneficiary.

2.4. The Sponsorship Fee, namely the total amount payable....................... LEI/EURO/USD shall be paid using the stated bank account of the Beneficiary through either a single payment/instalment or multiple instalments, as it follows: .................................................................

**and/or**

2.4. The In-Kind Support, namely the goods/services/facilities making the object of the hereby Sponsorship Agreement shall be made available to the Beneficiary using either a single or multiple acceptance protocols (reports), as it follows: ......................................................................................

**III. RIGHTS AND LIABILITIES**

3.1 The Beneficiary is hereby liable to apply and use the gifted Sponsorship Fee and/or In-Kind Support for the sole object provided under the present Sponsorship Agreement.

3.2 The Sponsorship shall be provided to assist CHILDREN IN DISTRESS FOUNDATION– ROMANIA – COPII IN DIFICULTATE ROMANIA to develop projects in the interest and area of children’s rights.

3.3. The Sponsor/Beneficiary has the right to, either upon request or pertaining to receiving a written consent on behalf of the Sponsor, raise public awareness with regard to the Sponsorship by promoting the name, brand or Sponsor’s logo or style of title.

3.4. The Sponsor/Beneficiary is liable to raise public awareness regarding the Sponsorship in a manner that does not bring offence or infringe, directly or indirectly, the sponsored activity, morals or public order and safety.

3.5. Subject to clauses 3.3 and 3.4, the Sponsor shall provide to and authorise the Beneficiary to use the following advertising materials: .....................................................................................................

...............................................................................................................................................................

And/or followed by the use, per each particular case, of other advertising materials provided by the Beneficiary.

3.6. The Beneficiary undertakes to display to the public, at the places and using the means agreed upon, the advertising mediums of the Sponsor and to not conceal or hinder their viewing by the public during the actions/events making the object of the Sponsorship Agreement and to take all necessary measures in order to avoid the occurrence of damage, prejudice, decommissioning, etc.

3.7. The Sponsor agrees not to pursue, directly or indirectly, the conducting of the activities developed by the Beneficiary.

3.8. The Sponsor or the Beneficiary shall not undertake any advantageous commercial advertising or publicity related activities in the period preceding, during or after the termination of the present Sponsorship Agreement, involving the Sponsor, the Beneficiary or other associated third parties, without prior written consent of the Sponsor, or pertaining to case, of the Beneficiary.

3.9. Upon request, the Beneficiary is liable to present to the Sponsor, upon termination of the present Sponsorship Agreement, an activity report and one copy of each and any advertising material used, in accordance with the terms and conditions stipulated in the present Agreement and its signed upon Annex. The aforementioned liability is void in the absence of an agreed upon and signed Annex.

3.10. The Sponsor shall benefit from Article 8, No.32/1994 Law regarding the tax base abatement by the amount of the sponsorship, with its subsequent amendments, and from Article 25, paragraph 4, Letter i), and No.227/2015 Law on the new Fiscal Code.

**IV. DURATION OF THE AGREEMENT**

4.1. The Sponsorship is unique and shall be made available the Beneficiary until (date)........................................................

**Or**

4.1. The Sponsorship is daily/weekly/monthly/quarterly/half-yearly/yearly and shall be made available to the Beneficiary with effect from (date).......................... and until (date)..............................

4.2. Upon termination of the present Agreement, the parties may agree to extend the duration of the Sponsorship Agreement by signing an Addendum.

**V. TERMINATION**

5.1. The present Agreement shall terminate ipso jure, without further intervention from a Court or Arbitration or Court of Law, in the event one of the parties:

1. breaches the terms and conditions under the present Agreement, after having been warned by written notice by the other party, concerning the fact that a new violation shall lead to contract cancellation and denunciation;
2. is declared incapacitated and the liquidation proceedings were initiated (bankruptcy) prior to commencement of the present Agreement;
3. assigns the rights and liabilities foreseen in the present Contract sans prior consent from the other party;
4. Other causes provided by the law.

5.2. The No. 5.1 Article provisions shall have no effect on the already existing due payments/ financial obligations established between the contracting parties.

**VI. FORCE MAJEURE**

6.1. Neither party shall be liable for any delay or failure to perform its obligations, in full or partially, other than payment of due sums owing to the other party under this Agreement if such failure or delay is due to Force Majeure, as defined by the law.

6.2. A party must notify the other party of any anticipated delay due to Force Majeure within a period of (days, hours) ……….from the occurrence of the event and to take all the necessary

measures in order to limit its consequences.

6.3. If a delay due to Force Majeure exceeds a period of …… from occurrence of the event, and the event does not cease, the parties may terminate this present Agreement within……. (Days, hours) on providing notice to the other party without invoking compensation nor damages.

**VII. NOTICES**

7.1. For the purpose of the contracting parties, all notices sent by either party is deemed valid if sent to the Address/Headquarters Address mentioned in the introductory part of this Agreement.

7.2. If the notice is sent by post, it must be sent by registered letter with acknowledgment of receipt and it is taken to be received by the addressee on the date of the post office mentioned on the confirmation.

7.3. If the notice is sent by telefax, it is taken to be received on the first business day following the day of transmission.

7.4. Verbal notifications are not to be considered by either party, unless confirmed by one of the ways set forth in the preceding paragraphs.

**VIII. DISPUTE RESOLUTION**

8.1. The parties convened that all disputes concerning the validity of the present Agreement or arising from the interpretation, execution or their representatives shall settle termination of the Agreement amicably.

8.2. Where amicable settlement of any dispute is not possible within sixty (60) days, the parties shall forward proceedings to competent courts of law.

**IX. FINAL PROVISIONS**

9.1. Any modification of the present Agreement must be acknowledged and agreed upon by the contracting parties and must be clearly stated in a written Addendum, signed and sealed by both contracting parties.

9.2. This Agreement represents the will of the parties and supersedes any other verbal agreement made prior or subsequent to the termination of the Agreement.

9.3. This Sponsorship Agreement was signed in … copies, out of which ………….

**SPONSOR, BENEFICIARY,**