# New Hanover County Schools

Sponsorship Agreement

This letter sets forth an agreement (the “Agreement”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sponsor”) and

 (Company Name)

New Hanover County Board of Education (“NHCBOE”) relating to the sponsorship for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name of school/department).

1. **Sponsorship:** The following items or funds will be donated to the NHCBOE:

|  |  |  |
| --- | --- | --- |
| **Items/Description of Funds** | **Amount/Value** | **Donation Date** |
|  |  |  |
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1. **Sponsorship Benefits to include:**

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| --- | --- | --- |
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The Agreement is as follows:

1. **Sponsor Terms.**  The Sponsor agrees to give the above items or funds at the time of this sponsorship agreement. Donated technology equipment shall be approved by the Chief Technology Officer and follow Board Policy 9600 Donated Technology Equipment.  <http://www.nhcs.net/policies/series9000/9600.pdf>
2. **Term.** This Agreement will be in effect for a period of (1) year. Beginning: \_\_\_\_\_\_\_\_\_\_ and ending\_\_\_\_\_\_\_\_\_\_\_\_ not to exceed June 30th of any year.
3. **Confidentiality.**

Except as otherwise required by law or legal process, neither party shall disclose to any third party the terms and conditions of this Agreement.

1. **Default and Termination.**

Either party of this Agreement shall have the right to terminate this Agreement prior to its expiration date upon a material breach by the other party of the terms of this Agreement. Either party must give written notice stating the specific problems. If the other party has not satisfied these conditions within thirty (30) days after receiving the written notice the agreement may be terminated. If the NHCBOE terminates this Agreement without cause prior to the end of the Term, the NHCBOE shall immediately pay to the Sponsor a pro-rated amount equal to the unearned portion of any funds provided by the Sponsor.

NHCBOE reserves the right to cancel the Agreement without assigning reason for cancellation by giving 30 days written notice. Upon such termination, NHCBOE shall be liable to Sponsor only for a pro-rated amount equal to the unearned portion of any funds provided by Sponsor. Under no circumstances shall NHCBOE be liable to Sponsor for any costs, expense or damages arising out of the termination of this Agreement, except as expressly stated herein.

1. **Advertising.**
	1. NHCBOE policy 9410 outlines advertising criteria and shall be followed. <http://www.nhcs.net/policies/series9000/9410.pdf>
	2. NHCBOE policy 9415 outlines distribution of material to students and shall be followed.

 <http://www.nhcs.net/policies/series9000/9415.pdf>

* 1. NHCBOE reserves the right to cancel this contract immediately if they deem the advertising is in violation of such policies or that the Sponsor engages in or has engaged in activities, the advertisement or solicitation of which would be prevented by such policies. In the event of such cancellation, NHCBOE shall be liable to the Sponsor only for a pro-rated amount equal to the unearned portion of any funds provided by the Sponsor.
	2. All sponsors will, to the extent applicable, adhere to NHCBOE policies which can be found at: <http://www.nhcs.net/policies/policymanual.htm>
	3. Advertising shall not appear on the school or school system web pages.
1. **Other considerations (items requested and scheduled to be in place)**:

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1. **Entire Agreement/Modification**.

This is the entire agreement between the parties with respect to the subject matter hereof. There are not provisions, representations of promises, other than as expressly stated in this Agreement. This Agreement may not be amended except in writing signed by the Sponsor and the Superintendent for the NHCBOE. The Superintendent must sign PRIOR to the Sponsor.

I agree to all of the above.

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

Principal/Division Head Signature Date

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

Superintendent Signature-required Date

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

Sponsor Signature Date

This Agreement is not valid without the Superintendent’s signature signifying he has approved this Agreement.