

Standard Terms and Conditions

The following language should be incorporated into the body of all sponsorship agreements.

I. Subject to Rutgers Policies. This agreement, and any acknowledgment of sponsorship or marketing and promotional activities of the sponsor that relate to the sponsorship, is subject to all applicable university policies, including:

II. No Rights to Rutgers Trademarks. This agreement does not provide the sponsor with any rights to use names, trademarks or logos of the university. Approval for use of university names, trademarks, and logos must be separately obtained from the University Office of Trademark Licensing, and approval may not be granted or may be conditioned upon a separate licensing agreement.

III. Liability. Sponsor agrees to protect, indemnify, and hold harmless the university, its officers, employees, agents, and students from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description or damages to persons or property arising out of or in connection with or occurring during the course of this agreement. In turn, the university agrees to hold harmless the sponsor, its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description or damages to persons or property arising out of the negligent act or omission of an employee, officer, or agent of the university while acting within the scope of employment.

IV. No Endorsement. This agreement shall not be construed or represented as an endorsement by the university of the sponsor or sponsor's goods or services.

V. No Partnership or Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the parties, and the parties shall be treated as independent contractors in all respects.

VI. No Assignment. This agreement is specific to the parties, and may not be assigned or sublicensed by the sponsor without the prior written permission of the university.

VII. Controlling Law/Jurisdiction for Disputes. This agreement shall be construed under the laws of the State of New Jersey, and jurisdiction for any disputes under this agreement shall be in Middlesex County, New Jersey.

VIII. Gift Receipts. The sponsor agrees to notify the university at the time of sponsorship payment if it intends to claim a charitable contribution deduction on account of a sponsorship payment, so the university can prepare the appropriate gift receipt.