

**Appendix No. 1 to the application**  
**SPONSORSHIP CONTRACT**

**Between the undersigned :**

- The **Igor Stravinsky Foundation**, headquartered at 1 bis Rue du Tir - 1204 Geneva (Switzerland), registered with the Swiss federal government under CH-660-7616008-0, represented by Ms. Marie STRAVINSKY, in the capacity as Chairperson ;

Hereinafter referred to as "Sponsor"

And:

- [...] (first name) [...] (last name), residing at [...] (address)

Hereinafter referred to as "Sponsored"

**THE FOLLOWING TERMS HAVE BEEN SET :**

The Sponsor seeks to perpetuate the memory, name and image of Igor Stravinsky, as well as to assure the promotion of Stravinsky's works by any written, visual, vocal, animated or promotional means.

In this context, the Sponsor, from its creation, has developed a system of assistance and support, in particular financial, for projects related, inspired or based on the work of Igor Stravinsky.

The Sponsored has expertise and / or recognition in the following area :

.....

He/she has developed the project which consists of :

.....

and, to this end, is applying to the Sponsor for assistance.

The Sponsored is, therefore, in accordance with the process established by the Sponsor, filing a grant application, accompanied by all supporting documents, to the Awards Committee of the Sponsor .....

This Awards Committee has ruled that ..... and given a positive opinion on the candidacy of the Sponsored, that is, deciding to grant it. The Awards Committee has determined that the project led by the Sponsored contributes to promoting the work of Igor Stravinsky.

The Sponsor and the Sponsored have, therefore, decided to formalize the terms of the Contract governing the financial assistance granted and the Sponsor's expectations.

THEREFORE, IT HAS BEEN DECIDED AND AGREED :

### **I - SCOPE OF THE CONVENTION**

This Contract is intended to govern, as completely as possible, the sponsorship relationship agreed between the Sponsor, namely the Igor Stravinsky Foundation as defined above, and the Sponsored, with the primary objective of granting the latter financial assistance as established below.

This Contract specifies the rights and obligations of the two contractors, with the understanding that these may evolve over time, therefore, leading to amendments to this Contract. The main objective is that the sponsorship relationship that unites the two parties should optimally develop in the interests of everyone involved, without, it is emphasized, there being any commercial interest, given the non-profit nature of the Foundation.

### **II - OBLIGATIONS OF SPONSORED**

At the outset, the Sponsored guarantees the Sponsor that all information and evidence submitted to the Awards Committee is accurate, as is the basis on which aid under this Contract has been granted. The Sponsored guarantees the Sponsor that he/she is over the age of 18.

The Sponsored agrees, within the framework of the project he/she leads, as defined in the preamble of this Contract, to make every effort to ensure within the scope of this project the promotion and discovery of the work of Igor Stravinsky, and, in particular, to display the Sponsor's logo on all communication media used in carrying out the project.

Communication media are defined as any element of the project receiving sponsorship (books, music, movies, etc.), the possible technical equipment of the project, promotional materials (catalogs, programs, booths, posters, banners, etc. .), environmental material (stages for performance, tickets, etc..) and project-development and/or public relations materials (journals, newsletters, articles, photo shoots, calendars, etc..).

Any communication media that includes the promotion of the Sponsor must, in any event, be subject to prior approval by the Foundation.

The Sponsored agrees to comply with technical and legal standards (particularly in terms of security), local laws and the regulations of any contests in which his project, as defined in the preamble of this Contract, participates.

The Sponsored agrees to provide the Sponsor, if so requested, to provide any document or evidence proving his/her involvement in events related to the project as defined in the preamble to this Contract. The Sponsored also agrees to keep the Sponsor regularly informed of the progress of such events and their results.

Websites : The Sponsored agrees to present on its website, whose address is :

<http://www> ....., the Sponsor's logo as provided and to program a direct computer link to the Sponsor's website. The Sponsored (or his web master) can in no way be held responsible for any malfunctions or failures of the computer link between the Sponsored's website and the Sponsor's website site.

The Sponsored agrees formally not to accept any other sponsorship or partnership with a foundation, association, company, or person or entity whose purpose or activity is incompatible with the object and activity of the Sponsor.

### **III - OBLIGATIONS OF THE SPONSOR**

The Sponsor agrees, in consideration of the obligations of the Sponsored as defined in Article II of this Contract, to pay the Sponsored the lump sum of .....

The Sponsor will pay this amount upon presentation of the Sponsored of the relevant invoices for this sum, with the condition that this presentation must occur within a maximum period of six (6) months following the conclusion of this Contract.

This sum will be paid by bank transfer to the bank account indicated by the Sponsored.

#### **IV - DURATION OF THE CONTRACT**

The sponsorship relationship between the Sponsor and the Sponsored will begin on the date of signature of this Contract, namely ....., and will end automatically and without formality upon conclusion of the Sponsored's project, as defined in the preamble of this Contract, or upon the expiration of any copyrights which may result from the project, whichever date is later.

#### **V - TERMINATION**

The Sponsored acknowledges and accepts that the disclosure or discovery of the inaccuracy, falsity or lapse concerning any part of the above information will result in retroactive invalidity of this Contract and, accordingly, the immediate refund of the total amount already paid, if any, by the Sponsor in connection with this Contract.

Either party has the right to terminate the Contract at any time without notice for any breach by the other party of any of the obligations set out in this Contract. Termination must be preceded by a registered warning letter without response for 30 calendar days.

In the event of the Sponsored not fulfilling the project, he/she must reimburse the Sponsor of all sums which have already been paid.

In case of postponement, cancellation or disqualification of the Sponsored's project, as defined in the preamble to this Contract, or of the promotion of the Sponsor, by statutory provision, regulation or court decision, the parties will discuss together how to use the grant covered by this Contract. If the parties fail to agree on a new use, the Contract will be canceled automatically without this giving rise to compensation for the benefit of either party. In this case, payment will concern only those phases of the project already completed.

#### **VI - CHANGES**

At the request of either party, modifications may be made to this Contract upon the written consent of both parties. These changes will be considered as complementary modalities of this Contract and will form an integral part.

#### **VII - PARTIAL INVALIDITY**

By express agreement between the undersigned, the cancellation of one or other provisions of this Contract may not invalidate it as a whole, provided that the balance and the intent of the Contract are preserved.

In any event, the undersigned undertake, in case of cancellation or the invalidity of a provision, to negotiate in good faith the conclusion of a replacement provision that is legally equivalent, to every extent possible, to the invalid or unlawful provision.

### **VIII - INSURANCE**

The parties agree that all costs of any insurance relating to the promotion of the Sponsor under the Sponsored's Project will be borne by the Sponsored.

These provisions concern liability insurance against damages caused by third parties, as well as insurance covering fire, theft, explosion, water damage, and the project's cancellation insurance, with the Sponsored's insurance company waiving the right to appeal against the Sponsor.

### **IX - CONFIDENTIALITY**

Each party agrees to treat the provisions of this Contract as confidential and safe from any disclosure to third parties without the express written consent of the other party.

### **X - DISPUTE**

Both parties agree to settle amicably any differences that might result from this Contract. If unsuccessful, the courts of the City of Geneva (Switzerland) will have sole jurisdiction.

PLACE :

DATE :

TWO ORIGINAL COPIES

**THE SPONSOR**  
THE IGOR STRAVINSKY FOUNDATION

**THE SPONSORED**