

ITEMS FOR DISCUSSION AND ACTION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

June 16, 2020

ACTION: **Approve Sponsorship Agreement with the Nebraska School Activities Association (NSAA) for the Nebraska State College System**

The System Office recommends that pursuant to Board Policy 7015, the Board approve a sponsorship Agreement between the NSAA and Board. The Agreement allows the Nebraska State Colleges the exclusive rights to sponsor the Nebraska State Colleges Multi-Activity Student Award and to be a supporting partner of NSAA activities from August 1, 2020 to June 30, 2023. The cost of the Agreement is \$52,000 per year for three (3) years for a total of \$156,000. Such Agreement provides promotion and advertising opportunities throughout the term of the contract including individual ads for the Colleges throughout the academic year at all NSAA sponsored sports and activities.

The System Office recommends approval of the Sponsorship Agreement with Nebraska School Activities Association.

ATTACHMENTS:

- NSCS 2020-2023 NSAA Contract (PDF)



**NSAA & Board of Trustees of the
Nebraska State Colleges
Sponsorship Agreement**



This Sponsorship Agreement (the “Agreement”) is entered into between the Sponsor and the Organization identified below effective as of the date both parties have signed this Agreement.

Sponsor: **Board of Trustees of the**
Nebraska State Colleges
1327 H. Street, Suite 200
Lincoln, Nebraska 68508

Organization(s): Nebraska School Activities Association
500 Charleston Street, Suite 1
Lincoln, Nebraska 68508

Agreement Term: August 1st, 2020 to June 30th, 2023

Description of Event: Title designation as sponsor of the “Nebraska State Colleges Multi-Activity Student Award” and a supporting partner of NSAA activities during the term of this Agreement.

Section 1. Event

- 1.1 Organization grants Sponsor the right to sponsor the Event. For purposes of this Agreement, the Organization hereby grants a limited license to Sponsor for the use of Organization’s and the Event’s respective name(s) and logo(s) in conjunction with Sponsor’s promotion and advertising. Such license terminates when the need for such use has been terminated.
- 1.2 Sponsor grants to Organization a limited right to use its corporate trade name(s) and/or logos (“Marks”) solely in connection with Organization promotion and advertising of the Event, provided that such use is in compliance with any guidelines that Sponsor may provide from time to time with respect to the Marks. Organization agrees not to take any action that is inconsistent with Sponsor’s ownership of its Marks.
- 1.3 Upon Sponsor’s request, Organization shall provide all materials, marketing or otherwise, that contain Sponsor’s name and/or logo for Sponsor review. The license granted herein terminates when the need for its use has been terminated.

Section 2. Terms and Sponsorship

- 2.1 **Term.** Subject to Section 4 below, the term of this Agreement shall be: August 1st, 2020 to June 30th, 2023 (the “Term”).
- 2.2 **The Fee.** During the Term (three-year term), Sponsor will pay Organization an aggregate

sponsorship fee of \$156,000.

Year One: \$52,000 sponsorship fee payable to NSAA

Year Two: \$52,000 sponsorship fee payable to NSAA

Year Three: \$52,000 sponsorship fee payable to NSAA

- 2.3 **Payment Schedule.** During the Initial Term, Sponsor will pay the Sponsorship Fee to Organization pursuant to the following schedule (the “Payment Schedule”):

For 2020-2021

\$26,000 – Due October 1st, 2020

\$26,000 – Due March 1st, 2021

For 2021-2022

\$26,000 – Due October 1st, 2021

\$26,000 – Due March 1st, 2022

For 2022-2023

\$26,000 – Due October 1st, 2022

\$26,000 – Due March 1st, 2023

In the event any amount due under this Agreement remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

- 2.4 **Limitations.** The right to be identified as the title sponsor for the “Nebraska State Colleges Multi-Activity Student Award” under this Agreement does not include any right by Sponsor to control, provide advice for, or otherwise participate in the Organization’s decision-making processes.
- 2.5 **Invoices from Organization.** Sponsor’s obligation to timely payment of the Sponsorship Fee pursuant to the Payment Schedule is conditioned upon Organization sending invoices to Sponsor thirty (30) days in advance of the due date of each payment indicated on the Payment Schedule and upon Organization performing its other obligations under this Agreement. Invoices must include Organization’s federal tax identification number and language identifying the invoice in relation to the total number of invoices (if any), for example, “Invoice 1 of 2.”

Section 3. **Organization’s Responsibilities**

- 3.1 Organization shall conduct the Event on schedule and pursuant to the terms described herein.
- 3.2 Organization will generate a press release announcing the program and the sponsorship and distribute it to Nebraska media outlets and to all NSAA member schools.
- 3.3 Sponsor shall be designated as a supporting corporate partner of the Organization and shall receive title designation for the Organization’s “Nebraska State Colleges Multi-Activity Student Award” program.
- 3.4 Sponsor shall receive one (1) full page color ad in each of the Organization’s Championship

programs for Chadron State, Peru State and Wayne State. The Sponsor shall be responsible for providing a timely, camera-ready copy of the ad.

- 3.5 Sponsor shall receive logo and link inclusion in the monthly NSAA newsletter for Chadron State, Peru State and Wayne State as well as “Nebraska State Colleges Multi-Activity Student Award” information inclusion and recipient announcement.
- 3.6 Organization will include the Sponsor logo and link on its website home page for Chadron State, Peru State and Wayne State. The Sponsor’s Mark shall also be included on the Organization’s website Awards and Partners page.
- 3.7 Sponsor shall receive visibility on the electronic fascia boards at all NSAA Championships when available for NSAA use for Chadron State, Peru State and Wayne State. Due to facility host restrictions, electronic fascia opportunities are not available at the following State Championship facilities: Bill Smith Complex, Bob Devaney Sports Center, Buffalo Country Fairgrounds, Haymarket Park, Koch Tennis Center, Memorial Stadium, Morrison Stadium, Northeast Community College, the University of Nebraska-Kearney, and Woods Tennis Center.
- 3.8 Sponsor shall receive one (1) public address announcement at NSAA Championships during each game/session when applicable. Sponsor and designee will also be recognized during the “Nebraska State Colleges Multi-Activity Student Award” presentation at halftime of the NSAA State Soccer Championships. Due to facility host restrictions, public address announcement opportunities are not available at the following State Championship facilities: Bob Devaney Sports Center, Haymarket Park, Memorial Stadium, Morrison Stadium, Northeast Community College, and the University of Nebraska-Kearney.
- 3.9 Sponsor shall receive logo recognition for Chadron State, Peru State and Wayne State on the certificates presented to the multi-activity students as well as the banners presented to the schools with the most multi-activity students.
- 3.10 Sponsor shall receive social media inclusion on Organization’s social media platforms announcing the “Nebraska State Colleges Multi-Activity Student Award” program and recipients.
- 3.11 Organization will help coordinate awards presentation and communicate with Sponsor’s representatives to assist with banner presentation at halftime of the NSAA State Soccer Championships.
- 3.12 Organization will share a congratulatory letter and scholarship opportunity information to NSAA member schools to distribute to their multi-activity students on behalf of Sponsor. Sponsor will conduct the scholarship search and will notify Organization of the three selected scholarship recipients who will be honored during halftime of the NSAA State Soccer Championships.

Section 4. **Termination Rights**

- 4.1 **Termination for Breach.** Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation under this Agreement and such default is incapable of being cured or which, being capable of cure, is not cured within fifteen (15) days after receipt of written notice of such default.

If for any reason, any of the fall, winter, or spring NSAA activities and events are cancelled and thereby preventing a particular advertising or promotional activity from occurring, the Organization and Sponsor agree to make a reasonable effort to negotiate alternative advertising promotional activities and/or an appropriate refund.

- 4.2 **Insolvency/Loss of Appropriation.** Either party may terminate this Agreement if the other party becomes insolvent or becomes subject to any proceeding under any bankruptcy, insolvency, or liquidation law.

Due to possible future reductions in state and/or federal appropriations, Sponsor cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, Sponsor may terminate the Agreement or reduce the consideration by notice in writing to the Organization. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Sponsor shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the Organization may cancel this Agreement as of the effective date of the proposed reduction by written notice to the Sponsor.

- 4.3 **Payment as a Result of Termination.** If either party terminates this Agreement under this Section 4, Sponsor may cancel future payments; demand reimbursement for past payments not earned by Organization's performance; and seek other remedies.

Section 5. **Indemnity, Insurance and Attorney's Fees**

- 5.1 **Indemnity.** Sponsor and Organization agree to defend, indemnify and hold harmless the other party, its agents, employees, successors and assigns from any and all liability, damages, claims, demands, actions, causes of action, attorney's fees (including on appeal), costs and expenses of whatever nature arising directly or indirectly from or relating to each respective party's participation in this Agreement, including but not limited to preparation for, promotion of, and conduct of such activities.
- 5.2 **Force Majeure.** Notwithstanding anything herein contained to the contrary, neither party shall be liable to the other in damages because of any failure to perform hereunder caused by any cause beyond its control, including but not limited to natural disaster, accident, casualty, labor controversy, civil disturbance, embargo, war, act of terrorism, act of God, any government ordinance or law, the issuance of any executive or judicial order, or any failure or delay with respect to any electrical or sound equipment or transmission equipment or apparatus.
- 5.3 **Insurance.** Organization shall obtain and keep in-force a policy of comprehensive general liability insurance (the "Insurance Policy") insuring Sponsor against loss or liability arising out of or related to any activities associated or deemed associated with the Event or this Agreement. The Insurance Policy must include coverage for personal injury and property damage with a combined single liability limit of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. Certificates evidencing such insurance shall be furnished to the Sponsor upon request.

Section 6. **Entire Agreement**

- 6.1 **Entire Agreement.** The entire Agreement between Sponsor and Organization is incorporated into this document. This Agreement may not be modified or amended except by a written document executed by both parties.

Section 7. **Independent Contractors**

- 7.1 Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligations on behalf of the other.

Section 8. **Governing Law**

- 8.1 **Nebraska Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without regard to conflicts of law principles.

ORGANIZATION:

Nebraska School Activities Association

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

SPONSOR:

Board of Trustees of the Nebraska State Colleges

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____