

ICES and H₂O

A test case for sponsors of ICES work

Council will be invited to discuss a proposal for potential cooperation with a commercial company H₂O Sportswear, and the general criteria needed for evaluating sponsorship proposals. Below is a draft sponsorship agreement that is simultaneously being reviewed by the potential sponsor.

Draft proposal for a Sponsorship agreement

SPONSORSHIP AGREEMENT between the International Council for the Exploration of the Sea and H₂O (Business CVR number(s) to be inserted,

This Sponsorship Agreement (this "Agreement") is entered into as of ###, 2015 between the International Council for the Exploration of the Sea (hereinafter ICES) and the company H₂O (hereinafter H₂O).

1. BACKGROUND AND PURPOSE

- A. ICES.** The International Council for the Exploration of the Sea is a global intergovernmental organization that develops and provides unbiased, non-political science and advice for decision-makers to support the sustainable use of the marine environment and its living resources. ICES is a network of more than 4000 scientists from over 350 marine institutes in more than 20 member countries, cf. further information in Annex 1
- B. H₂O.** H₂O is a high-end sportswear brand, aiming to be known as an honest brand. H₂O has a limited supplier network to help manage their brand appropriately as far as possible conforming to best practices and a standard system, cf. further information in Annex 1.

The parties have a common interest of entering into a sponsorship agreement. However, the Parties agree that the relationship between them shall be that of independent contractors and this agreement shall not be deemed to create any relationship of partnership or joint venture between the Parties, and neither ICES nor H₂O shall make such representations to anyone.

The purpose of this Agreement is to set forth terms by which:

- H₂O will sponsor ICES through specific pre-agreed sponsorship activities, giving ICES the opportunity to reach out to a broader group of stakeholders, including through non-conventional means to raise awareness, hereby supporting an efficient and effective organization that foster cooperation and communication with society as outlined in the ICES Strategic Plan; and
- H₂O will be able to use the ICES brand in a campaign that links their swimsuit collection to the ICES work on sustainable ocean management.

2. SPONSORSHIP

2.1 CONDITIONS

This sponsorship is carried out under the following conditions:

- ICES independence must be protected, avoiding negative impacts and potential conflicts of interest. ICES can neither be seen as providing unequal access to companies nor should ICES be exploited by cooperation with a commercial company. For this reason the below will set the basis for the activities to be covered by the sponsorship agreement and will guide the agreement throughout its tenure.
- H₂O wants to fulfill the requirements of its Corporate Social Responsibility policy through sponsorship of specific, tangible ICES work or projects.

2.2 ACTIVITIES

ICES and H₂O have agreed on the following activities

H₂O activities

- Annex 2 outlines the generic activities which have been planned by H₂O, in which they intend to make use of ICES name/logo, or in any other way affiliate with ICES activities.
- all activities shall be carried out by one of the H₂O group companies approved by ICES, see above CVR number(s). The counterparty in question shall be responsible for such activities

ICES activities

- Annex 3 outlines examples of specific activities that ICES foresees the sponsorship funds can be allocated to. Activities sponsored through this agreement shall be clearly constrained to an explicit activity, and of a time-limited nature. It shall be clear to outsiders that the H₂O sponsorship covers these specific activities, rather than support to ICES activities in general.
- all sponsorship activities must be agreed in writing between both parties in advance. Details about any activity where ICES logo/brand is being used by H₂O, must be communicated at least two weeks in advance, including details and location of the activity.
- the use of either parties logo may not take place without prior permission from both parties; the ICES General Secretary and a designated H₂O representative. For specific agreed activities, this will also include an agreement on the use of the logo.
- in accordance with a prior agreed format ICES shall report on the use of funds obtained through the sponsorship, and how this has supported specific ICES science activities, rather than general administrative tasks. This information will also be made publicly available.

No changes may take place without the prior written consent of the other Party.

3. INFORMATION ABOUT SPONSORSHIP AGREEMENT AND SPECIFICALLY SPONSORED ACTIVITIES/PRODUCTS

Provided prior written agreement each party may insert general information regarding the sponsorship agreement on its website, other on-line communication tools, and other media.

Provided prior written agreement, in case of specific sponsor activities H₂O can make use of the ICES logo, written information and potentially other agreed specific activities.

H₂O agrees to provide ICES with copies of reviews, other press material, brochures, notices of exhibitions and any other pertinent information.

Provided prior written agreement, and that a substantial part of the funds for a specific activity stems from the sponsorship agreement (more than xx%), ICES will communicate this publically, either by use of the H₂O logo, or by some other mutually agreed communication.

4. Record-keeping and Reporting

H₂O agrees to maintain financial records as well as supporting documents of incurred costs directly expended by H₂O for the activities with ICES and if demanded by ICES make such records available to ICES. ICES will maintain financial records relating to contributions and grants received for specific activities according to general accounting principles.

Such documentation must be kept for a period of at least 3 years following the relevant financial year.

5. RESPONSIBILITY

H₂O is liable for any debt or obligation due to the activities of H₂O during the period of the Agreement, unless such debt or obligations are the result of ICES or any of its officers negligence and shall indemnify and hold harmless ICES and any of its officers for claims, liabilities or losses which arises from or in connection with implementing the activities of H₂O.

6. OTHER PROVISIONS

Any expenses incurred by either institution under this Agreement will be the sole responsibility of the Party.

7. DURATION AND TERMINATION OF AGREEMENT

The Agreement shall come into effect when signed by both parties and shall have duration of two (2) years, after which any extension or amendments may be made as agreed by both parties. The parties will meet as need be to review progress, explore the cooperation, as well as potentials for improvement in cooperation and communication.

Either party, upon 60 days written notice to the other party, may terminate this Agreement. Already agreed activities will still take place. In case of negative publicity on either side, including issues within the production/marketing of H₂O products, ICES General Secretary or H₂O representative must immediately be informed by the other party. Should either party (within two-weeks of notification) find that this has the potential of inflicting on their reputation, the agreement can be terminated with immediate effect. In case of immediate termination there will be no obligation to carry out already agreed activities.

In case of gross misconduct by a Party, the Agreement can be terminated with immediate effect.

In case of termination no documentation nor logos can be used by the either Party after the termination. In case of termination with immediate effect funds related to future activities shall be returned to H₂O.

8. JURISDICTION AND APPLICABLE LAW

Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

- "The arbitral tribunal shall be composed of one - three arbitrators."
- "The place of arbitration shall be Copenhagen."
- "The language to be used in the arbitral proceedings shall be English."
- "This agreement shall be governed by the substantive law of Denmark."

This Agreement has been executed in two original copies, each Party receiving one copy.

Place:

Place:

Date:

Date:

For ICES:

For H2O:

Annex 1 Further information on H₂O and ICESH₂O

With due respect to the criteria in ICES CM 2013 Del-11.3*	H ₂ O's documentation
<ul style="list-style-type: none"> • name, address, telephone, and e-mail address of H₂O 	
<ul style="list-style-type: none"> • a description of activities/ accomplishments and foreseen benefits of entering into this sponsorship agreement. 	

ICES

With due respect to the criteria in ICES CM 2013 Del-11.3*	ICES documentation
<ul style="list-style-type: none"> • name, address, telephone, and e-mail address of ICES 	
<ul style="list-style-type: none"> • a description of the activities/ accomplishments and foreseen benefits of entering into this sponsorship agreement. 	

* ICES policy on observer status

http://www.ices.dk/community/Documents/Observers/CM_2013_Del-11%20Observer_rules.pdf

Annex 2 Outline of the potential activities which have been suggested by H₂O, under the sponsorship agreement

- A portion of profits from the sale of the H₂O swimsuit collection being donated to fund specific ICES science activities.
- Other mutually agreed fundraising opportunities.

Annex 3 Examples of specific activities that ICES suggests to support through funds for the sponsorship agreement:

- production and printing of brochures and other information material
- specific arrangements, such as the launch of a product, or opening of a conference/symposia.
- Support for participation in events that help ICES to communicate about its work with a wider group of stakeholders and society.