

Corporate Sponsorship Agreement

This is a Corporate Sponsorship Agreement (“Agreement”), dated as of _____, 20__ between _____, a a [California nonprofit corporation] (“Client”), and _____, a [_____ corporation] (“Sponsor”).

BACKGROUND

A. Client is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (“Code”). Its mission is *[insert mission]*.

B. Sponsor desires to become a corporate sponsor of Client and to provide financial support to and increase public awareness of Client’s mission, on the basis set out in this Agreement.

D. This Agreement has three parts. The first part sets out framework understandings regarding the arrangement, including funds transfers, disclosures, legal compliance, use of trademarks, and termination. The second part, a document attached as **Exhibit A** and referred to as the “Sponsorship Plan,” sets out the specifics of the arrangement, including the sponsorship amount and term. The third part consists of exhibits identifying Client and Sponsor trademarks that may be used in connection with the Sponsorship. As used in this Agreement, the term “Sponsorship” means the relationship contemplated by this Agreement.

Client and Sponsor agree as follows:

1. SPONSORSHIP

1.1 Sponsorship Payment

To support Client’s charitable activities, Sponsor will make a sponsorship payment to Client in the amount and on the schedule set out in the Sponsorship Plan.

1.2 Sponsor Recognition

Sponsor will be a corporate sponsor of Client during the term or for the event specified in the Sponsorship Plan. Client will acknowledge Sponsor in accordance with its customary donor recognition practices and identify Sponsor as a corporate sponsor as provided in the Sponsorship Plan.

1.3 Publicity by Sponsor

Sponsor may identify itself as a corporate sponsor of Client during the term as provided in the Sponsorship Plan. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining Client’s prior written consent.

1.4 No Substantial Return Benefit

Client will provide Sponsor no “substantial return benefit” as defined in Section 513(i) of the Code and accompanying regulations. For clarity, any acknowledgment or identification of Sponsor will (a) be limited to a statement of acknowledgment or thanks and may include display of Sponsor’s marks in accordance with Section 2, and (b) not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor’s products or services.

1.5 No Endorsement by Client

Under no circumstances will Client be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on Client’s acceptance of Sponsor’s payment or acknowledgment or

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identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Client, or its respective officers, directors, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship

Unless otherwise provided in the Sponsorship Plan, Sponsor's corporate sponsorship is non-exclusive. Sponsor understands that Client may enter into corporate sponsorship or other similar arrangements with other companies.

1.7 Qualified Sponsorship Payment

The payment contemplated by Section 1.1 is intended to be a "qualified sponsorship payment" within the meaning of Section 513(i) of the Code, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i).

2. INTELLECTUAL PROPERTY

2.1 Client Marks

Client grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit B** ("Client Marks") for the limited purposes set out in Section 1.3.

2.2 Sponsor Marks

Sponsor grants to Client a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit C** ("Sponsor Marks") for the limited purposes set out in Section 1.2.

2.3 Ownership

Each of Client and Sponsor acknowledges that (a) it has no interest in the other party's marks other than the license granted under this Agreement, (b) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other party's marks will inure solely to the benefit of the other party. Client and Sponsor will comply with any reasonable trademark guidelines that the other may provide. For clarity, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any Client property or Client-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

2.4 Non-Permitted Associations

Sponsor may not use Client Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

3. RELATIONSHIP

3.1 Contact Person

Client and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified in the Sponsorship Plan. Client and Sponsor each may change its contact person at any time and will so notify the other.

3.2 Recordkeeping

Client and Sponsor will maintain records relating to the Sponsorship in a manner such that each party can evaluate compliance with this Agreement, and will make those records available for review by one another on reasonable notice during the term of this Agreement and for a period of three (3) years after termination or conclusion of the Sponsorship. Client and Sponsor will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

3.3 Independence

Client and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Client and Sponsor for any purpose. Neither Client nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

3.4 Confidentiality

Sponsor will use Confidential Information (as defined below) only in connection with Sponsor’s activities under this Agreement and keep it confidential. “Confidential Information” means all information, in any form, furnished to or obtained by Sponsor from Client including, without limitation, project plans and strategies, donor data, and budget and other financial data. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Client; (b) was known by Sponsor prior to its being furnished by Client; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Client; or (d) is independently developed by Sponsor.

4. INDEMNIFICATION

4.1 Indemnification by Client

Client will indemnify, defend, and hold Sponsor and their respective directors, officers, employees, agents, and assigns (collectively, “Sponsor Parties”) harmless from and against any and all third party claims, liabilities, damages, and expenses, including, without limitation, attorneys’ fees and expenses, resulting from (a) Client’s performance under or breach of this Agreement or (b) any third party claim that Sponsor’s use of Client Marks in accordance with the terms of this Agreement infringes such party’s trademark, copyright, trade secret, or other intellectual property rights. Client will have no obligation to indemnify a Sponsor Party to the extent the liability is solely caused by such Sponsor Party’s gross negligence or willful misconduct.

4.2 Indemnification by Sponsor

Sponsor will indemnify, defend, and hold Client and their respective directors, officers, employees, agents, and assigns (collectively, “Client Parties”) harmless from and against any and all third party claims, liabilities, damages, and expenses, including, without limitation, attorneys’ fees and expenses, resulting from (a) Sponsor’s performance under or breach of this Agreement or (b) Client’s use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify a Client Party to the extent the liability is solely caused by such Client Party’s gross negligence or willful misconduct.

5. TERMINATION

5.1 Termination on Notice

Either Sponsor or Client may on its own terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by the terminating party.

5.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

5.3 Termination for Conduct

Either Client or Sponsor may immediately terminate this Agreement by giving written notice to the other if it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

5.4 Effect of Termination

Upon termination of this Agreement, Client and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Client and Sponsor will promptly cease use of any Sponsor Marks and Client Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Client prior to termination. If Sponsor terminates this Agreement under Section 5.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Client terminates this Agreement under Section 5.1, or if Sponsor terminates this Agreement under Section 5.2 or 5.3, Sponsor will have no remaining payment obligations to Client. If Client terminates this Agreement under Section 5.2 or 5.3, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. Sections 2.3, 3.2, 3.4, 4, 5.4, and 6 will survive the termination of this Agreement.

6. GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Client and Sponsor, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Client and Sponsor relating to its subject matter.

6.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Client and Sponsor which recites that it is an amendment to this Agreement. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client.

6.6 Governing Law

This Agreement will be governed by California law.

6.7 Injunctive Relief

Both parties acknowledge and agree that: (a) any breach by one party of its obligations under Section 2 will result in irreparable harm to the other party which cannot be reasonably or adequately compensated in damages; (b) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Section 2, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

6.8 No Third-Party Beneficiaries

Except as provided in Section 4, this Agreement is for the exclusive benefit of Client and Sponsor and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, or vendor of Client or Sponsor.

6.9 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.

6.10 Force Majeure

Neither party will be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond the control of the party unable to perform. The non-performing party will notify and consult with the other party regarding the event and how to minimize its impact, and in all cases will make reasonable efforts to address the problem and carry out its obligations.

6.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

Client and Sponsor signed this Agreement as of the date set out in its first paragraph.

[insert legal name of Client]

[Insert legal name of Sponsor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A Sponsorship Plan

Sponsorship

Sponsorship name (if applicable)	
Sponsorship payment	
Payment schedule	
Sponsorship term	From _____, 20__ to _____, 20__
Event information (if applicable)	Name: Date: Venue: Description:
Sponsor recognition by Client	
Publicity by Sponsor	

Sponsor data and contact person

Sponsor address	
Sponsor contact person	Name: Title: E-mail: Telephone:

Client data and contact person

Client address	
Client contact person	Name: Title: E-mail: Telephone:

Exhibit B Client Marks

[insert marks]

Exhibit C

Sponsor Marks

[insert marks]