



BROWN

## Corporate Sponsorship Agreement

This is a Corporate Sponsorship Agreement (“Agreement”), dated as of \_\_\_\_\_ (the “Effective Date”) between Brown University, a Rhode Island nonprofit corporation, on behalf of \_\_\_\_\_ (collectively, “Brown”), and \_\_\_\_\_, a \_\_\_\_\_ vendor/sponsor.

### Background

A. Brown is a tax-exempt nonprofit organization under Section 501(c)(3) of the Internal Revenue Code (“Code”). Its mission is to serve its community, the nation and the world by discovering, communicating and preserving knowledge and understanding in a spirit of free inquiry, and by educating and preparing students to discharge the offices of life with usefulness and reputation.

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

C. This Agreement has three parts. The first part sets out framework understandings regarding the arrangement, including funds or material 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 Brown 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.

### Brown and Sponsor agree as follows:

#### 1. Sponsorship

##### 1.1 Term of Agreement

This Agreement shall have a term of one (1) year, commencing on the Effective Date and automatically terminating on the first anniversary of such date. This Agreement may be renewed upon the mutual written agreement of the parties.

##### 1.2 Sponsorship Payment

To support Brown’s activities, Sponsor will (a) make a sponsorship payment to Brown in the amount set out in the Sponsorship Plan, which shall be paid via check or other format acceptable to Brown within ten (10) days after the Effective Date, and/or (b) transfer the goods and/or services described in the Sponsorship Plan as payment-in-kind for the rights granted to Sponsor under this Agreement, in the quantities and at the times set forth in the Sponsorship Plan. The cash payment and the in-kind transfer described above are collectively referred to herein as the “Sponsorship Payment”.

##### 1.3 Publicity by Sponsor

Sponsor may identify itself as a corporate sponsor of Brown during the term solely as provided in the Sponsorship Plan; *provided*, that (a) Sponsor must obtain the prior written approval of Brown’s Office of University Communications as to all promotional, advertising, identification or other applications of Brown Marks (as defined in Section 2.1 below) prepared by Sponsor pursuant to this paragraph prior to their publication, circulation, or display, and (b) Sponsor must comply with Brown’s Visual Identity Policy in its use of Brown Marks. 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 the prior written consent of Brown’s Office of University Communications. Sponsor shall take all reasonable steps when referencing Brown and using Brown Marks to avoid any communication that might create in a third party any misunderstanding of the relationship between Sponsor and Brown.



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#### **1.4 Sponsor Recognition**

Sponsor will be a corporate sponsor of Brown during the term or for the event specified in the Sponsorship Plan. Brown will acknowledge Sponsor in accordance with its customary donor recognition practices and identify Sponsor as a corporate sponsor as provided in the Sponsorship Plan. No inadvertent failure to incorporate Sponsor's name or Sponsor Marks as set forth in the Sponsorship Plan will be deemed a breach of this Agreement, provided Brown remedies such failure following Sponsor bringing such failure to Brown's attention.

#### **1.5 No Substantial Return Benefit**

Brown 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.

#### **1.6 No Endorsement by Brown**

Under no circumstances will Brown 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 Brown's acceptance of Sponsor's payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Brown, or its respective officers, directors, or employees, endorse Sponsor or its products.

#### **1.7 Non-Exclusive Sponsorship**

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

#### **1.8 Qualified Sponsorship Payment**

The Sponsorship Payment 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 Brown Marks**

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

#### **2.2 Sponsor Marks**

Sponsor grants to Brown 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 1.4.

#### **2.3 Ownership**

Each of Brown 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. Brown 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 Brown property or Brown-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.



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#### **2.4 Non-Permitted Associations**

Sponsor may not use Brown 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**

Brown 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. Brown and Sponsor each may change its contact person at any time and will so notify the other.

#### **3.2 Recordkeeping**

Brown 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. Brown 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**

Brown and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Brown and Sponsor for any purpose. Neither Brown 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. Sponsor shall have no other rights except as specifically granted under this agreement and shall not represent itself as being Brown or any department, division or group that is associated with Brown. Sponsor avers that neither it nor its employees are entitled to the benefits provided by Brown to its employees including unemployment insurance and pension plans or any other remuneration. Sponsor acknowledges and represents that it shall assume full responsibility and liability for making and/or paying any and all federal, state, and/or municipal taxes, assessments, social security benefits, and/or other deduction as required by law on behalf of itself and its employees. Sponsor certifies that this Agreement will not violate the terms of any contract with or obligation to another institution or employer.

#### **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 Brown including, without limitation, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Sponsor; (b) was known by Sponsor prior to its being furnished by Brown; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Brown; or (d) is independently developed by Sponsor.

### **4. Indemnification**

#### **4.1 Indemnification by Brown**

Brown will indemnify, defend, and hold Sponsor and its directors, officers, employees, agents, and assigns (collectively, the "Sponsor Parties") harmless against any and all claims, liabilities, losses, damages, and expenses any Sponsor Party may suffer and which arise directly or indirectly from: (a) Brown's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Sponsor's use of Brown Marks in accordance with the terms of this Agreement. Brown will have no obligation to indemnify any Sponsor Party to the extent the liability is solely caused by such Sponsor Party's gross negligence or willful misconduct.



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#### **4.2 Indemnification by Sponsor**

Sponsor will indemnify, defend, and hold Brown and its directors, officers, employees, agents, and assigns (collectively, the “Brown”) harmless against any and all claims, liabilities, losses, damages, and expenses any Brown Party may suffer and which arise directly or indirectly from: (a) Sponsor’s performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Brown’s use of Sponsor Marks in accordance with the terms of this Agreement. Sponsor will have no obligation to indemnify any Brown Party to the extent the liability is solely caused by such Brown Party’s gross negligence or willful misconduct.

### **5. Termination**

#### **5.1 Termination on Notice**

Either Sponsor or Brown 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 Brown or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about Sponsor not known to Brown at the time this Agreement is signed, 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 Consequences of Termination**

Upon termination of this Agreement, Brown and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Brown and Sponsor will promptly cease use of any Sponsor Marks and Brown Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Brown 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 Brown 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 Brown. If Brown 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. The provisions of Sections 2.3, 3.2, 3.4, 4, 5.4, and 6 will remain effective after termination.

### **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 Sponsor and Brown, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and Brown relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

#### **6.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Sponsor and Brown which recites that it is an amendment to this Agreement.



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**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 Brown.

**6.6 Third-Party Beneficiaries**

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

**6.7 Notices**

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

**6.8 Governing Law**

This Agreement will be governed by Rhode Island law.

**6.9 Force Majeure**

(a) In the event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages or costs sustained and have no further recourse against the other party. "Force Majeure" shall mean fire, earthquake, hurricane, tornado, flood, tsunami, or other natural disasters or acts of God, infectious diseases, epidemics, pandemics, endemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other acts of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause beyond the control of either party.

(b) In addition to the foregoing, the parties acknowledge that the ongoing worldwide pandemic caused by SARS-CoV-2, or novel coronavirus-2019, ("COVID-19") continues to have many unknown variables that have created uncertainty about having in-person events. Federal, state, and municipal laws, administrative rules, regulations and guidance as well as Brown policies and procedures (collectively "Mandates") have been implemented that restrict mobility and social gathering in order to contain the virus. Due to the uncertainty of COVID-19, it is unknown as of the Effective Date if, or to what extent, Mandates currently in place or established in the future or other pandemic-related concerns will adversely impact Brown's ability to carry out its obligations under this Agreement. Notwithstanding anything to the contrary herein, Brown shall have the right to cancel the event identified in the Sponsorship Plan and/or otherwise terminate this Agreement immediately upon notice to Sponsor with no fees, including cancellation fees, or penalties due to Sponsor as a result of any of such Mandates or other COVID-19 related concerns. Any such termination shall be treated as a termination under Section 5.1 of this Agreement.

**6.10 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 PDF of executed counterparts constitutes effective delivery.



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\* \* \* \* \*

Brown and Sponsor signed this Agreement as of the date(s) set forth below.

**Brown University**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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## Exhibit A Sponsorship Plan

### Sponsorship

|  |  |
|--|--|
| <b>Sponsorship name (if applicable)</b>      |  |
| <b>Sponsorship Payment (cash or in-kind)</b> |  |
| <b>Event information (if applicable)</b>     |  |
| <b>Sponsor recognition by Brown</b>          |  |
| <b>Publicity by Sponsor</b>                  |  |

### Sponsor data and contact person

|                               |  |
|-------------------------------|--|
| <b>Sponsor address</b>        |  |
| <b>Sponsor contact person</b> |  |

Name: Title:  
E-mail: Telephone:

### Brown data and contact person

|                             |  |
|-----------------------------|--|
| <b>Brown address</b>        |  |
| <b>Brown contact person</b> |  |

Name: Title:  
E-mail: Telephone:



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## **Exhibit B Brown Marks**

[insert marks]





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## **Exhibit C Sponsor Marks**

[insert marks]