**Corporate Sponsorship Agreement**

This is a Corporate SponsorshipAgreement (“Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ between Earth Island Institute, a California nonprofit corporation (“Earth Island”),and \_\_\_\_\_\_\_\_\_\_\_**,** a \_\_\_\_\_\_\_\_\_\_ corporation (“Sponsor”).

**BACKGROUND**

A. Earth Island’s mission consists of supporting groundbreaking activist projects, mentoring a new generation of environmental leaders, and engaging the public and private sectors with innovative ways of protecting the well-being of our planet.

B. In line with its mission, Earth Island serves as an incubator for environmental initiatives and provides long-term support for established projects through its fiscal sponsorship program. The project known as *\_\_\_\_\_\_\_\_\_\_\_* (“Project”)is a fiscally sponsored project of Earth Island.

C. Sponsor desires to become a corporate sponsor of Earth Island for the benefit of the Project, and to provide financial support for the Project and increase public awareness of its 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 Project, Earth Island, 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.

**Earth Island and Sponsor agree as follows:**

# SPONSORSHIP

## **Sponsorship Payment**

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

## **1.2 Sponsor Recognition**

Sponsor will be a corporate sponsor of the Project during the term or for the event specified in the Sponsorship Plan. Earth Island 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 Earth Island and the Project during the term provided in the Sponsorship Plan.Sponsor may use Earth Island Marks (defined in Section 2.1) in Sponsor’s marketing materials only to communicate the Sponsorship. 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 Earth Island’s prior written consent.

## **No Substantial Return Benefit**

Earth Island will provide Sponsor no “substantial return benefit” as defined in Section 513(i) of the Internal Revenue Code (“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 Earth Island** Under no circumstances will Earth Island 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 Earth Island’s acceptance of Sponsor’s payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Earth Island, or its respective officers, directors, or employees, endorse Sponsor or its products.

## **No Preferential Treatment**

Earth Island’s website and social media sites contain content provided by persons not affiliated with Earth Island, including reader comments. Sponsor acknowledges that this content may be supportive or critical of Sponsor or Sponsor’s products, services, or ideas. Earth Island will not treat content that mentions or concerns Sponsor different from other content. Differential treatment includes, without limitation, promoting, demoting, obscuring, editing, or removing content.

## **1.7 No Release of Information**

Earth Island will not release to Sponsor or any other party the names or email addresses of any Earth Island readers, donors, or members.

## **1.8 Earth Island Work and Programs**

Earth Island will retain full control of its work, programming, projects, events and content.

## **1.9 Non-Exclusive Sponsorship**

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

**1.10 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).

# INTELLECTUAL PROPERTY

## **Earth Island Marks**

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

## **2.2 Sponsor Marks**

Sponsor grants to Earth Island 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 Earth Island 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. Earth Island 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 Earth Island property or Earth Island-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

## **Non-Permitted Associations**

Sponsor may not use Earth Island 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.

# RELATIONSHIP

**3.1 Contact Person**

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

## **Recordkeeping**

Earth Island 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. Earth Island 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**

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

# TERMINATION

## **4.1 Termination on Notice**

Either Sponsor or Earth Island 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.

## **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.

## **Termination for Conduct**

Earth Island may terminate this Agreement by giving written notice to Sponsor if Earth Island obtains credible information about Sponsor, not known to the public or Earth Island at the time this Agreement is signed, that leads Earth Island to conclude that a continued association with Sponsor could damage Earth Island’s reputation or be inconsistent with its values or responsibilities. Such a termination will be effective immediately upon delivery of the notice by the terminating party.

## **4.4 Effect of Termination**

Upon termination of this Agreement, Earth Island and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Earth Island and Sponsor will promptly cease use of any Sponsor Marks and Earth Island Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Earth Island prior to termination. If Sponsor terminates this Agreement under Section 4.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Earth Island terminates this Agreement under Section 4.1, or if Sponsor terminates this Agreement under Section 4.2 or 4.3, Sponsor will have no remaining payment obligations to Earth Island. If Earth Island 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, 4.4, and 5 will survive the termination of this Agreement.

# GENERAL PROVISIONS

**5.1 Entire Agreement**

This Agreement, together with its exhibits, expresses Earth Island’s and Sponsor’s final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Earth Island and Sponsor relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

**5.2 Amendment**

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

**5.3 Severability**

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

**5.4 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.

**5.5 Assignment**

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

**5.6 Third-Party Beneficiaries**

This Agreement is for the exclusive benefit of Earth Island and Sponsor, and not for the benefit of any third party including without limitation any employee, affiliate, subcontractor, client, or vendor of Earth Island or Sponsor.

**5.7 Notices**

Notices and consents under this Agreement must be in writing and delivered by mail, courier, fax, or email to the contact persons identified in the Sponsorship Plan.

**5.8 Governing Law; Jurisdiction**

This Agreement will be governed by California law. Earth Island and Sponsor consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

## **5.9 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.

**5.10 Attorneys’ Fees**

If there is any arbitration or legal action to enforce or interpret this Agreement, then the prevailing party will be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys’ fees and costs, incurred in the action or proceeding. Attorneys’ fees and costs will include paralegal fees, expert witness fees, and copy and delivery costs.

**5.11 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.

\* \* \* \* \* \* \* \*

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

|  |  |
| --- | --- |
| **EARTH ISLAND INSTITUTE** | **[Insert legal name of Sponsor]** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |
| --- |
| **PROJECT NAME, a project of EARTH ISLAND INSTITUTE, INC.** |
| By: |
| Name: |
| Title: |

**Exhibit A**

**Sponsorship Plan**

**Sponsorship**

|  |  |
| --- | --- |
| **Project name** |  |
| **Sponsorship payment amount** |  |
| **Payment schedule** |  |
| **Sponsorship term** | From \_\_\_\_\_\_\_\_\_\_, 20\_\_ to \_\_\_\_\_\_\_\_\_\_, 20\_\_ |
| **Event information**  **(if applicable)** | Name:  Date:  Venue:  Description: |
| **Sponsor recognition by Project** |  |
| **Sponsor recognition by Earth Island** |  |
| **Publicity by Sponsor** |  |

**Sponsor data and contact person**

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

**Project data and contact person**

|  |  |
| --- | --- |
| **Project address** |  |
| **Project contact person** | Name:  Title:  E-mail:  Telephone: |

**Earth Island data and contact person**

|  |  |
| --- | --- |
| **Earth Island address** |  |
| **Earth Island contact person** | Name:  Title:  E-mail:  Telephone: |

**Exhibit B**

**Earth Island Marks**

[insert Project marks]

**Exhibit C**

**Sponsor Marks**

[insert marks]