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Dear Reader,

Thank you for downloading the New York Corporate Sponsorship Agreement Form from our firm's website.

While this form has been prepared by us, gratis, for your convenience, it is ***provided to you for general informational purposes only***. It is ***not legal advice, and should not be used as a substitute for legal or other advice***.

Please be aware that ***your use of this form does not create a client-attorney relationship between you and us***. We ask all our clients to sign letters of engagement with us, in accordance with New York's rules governing attorneys. These letters confirm the relationship between us and our clients, and describe the specific parameters of our unique relationship with each distinct client. ***Unless you have signed such a letter, we are not your lawyer***. If you have signed such a letter with our firm, please let us take this opportunity to thank you for choosing us!

This sample form contemplates a ***basic approach*** for a corporate sponsorship agreement, governed by New York law, between a for-profit entity and an entity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Please be aware that the ***approach provided in the form may not be suitable or desirable for the specific needs of your nonprofit***. ***You do not have to use this form, and if you decide to do so, you do so at your own risk. We make no guarantees and will not be responsible for any result that is not to your liking***.

Lastly, while this form may be used as your nonprofit's corporate sponsorship agreement, please be aware that such an agreement is a ***legally binding contract that can affect the rights and obligations of your nonprofit and should not be used without a full understanding of its provisions***. ***We highly recommend that contracts be prepared under the guidance of a lawyer***, who will be able to explain its terms and carefully tailor its provisions to meet the vision you have for your nonprofit.

We hope this information has been helpful, and thank you for visiting our website.

Yours most faithfully,

James J. Hsui

Principal

on behalf of

James Hsui, PLLC

CORPORATE SPONSORSHIP AGREEMENT

PREAMBLE

This Corporate Sponsorship Agreement is made and entered into by, between and amongst _____, a _____ organized and existing under the laws of the State of _____ having an address located at _____ (the "Sponsee"), and _____, a _____ organized and existing under the laws of the State of _____ having an address located at _____ (the "Sponsor").

WHEREAS, Sponsee's mission is to _____

_____; and

WHEREAS, Sponsor is desirous of becoming a corporate sponsor of Sponsee, and to provide financial support and increase public awareness of Sponsee's mission, programs, projects, initiatives, activities and campaigns, on the basis set forth in this Corporate Sponsorship Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsee and Sponsor, intending legally and equitably to be bound, agree as follows:

1. Interpretation

1.1. Definitions. In this Corporate Sponsorship Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Agreement" means this Corporate Sponsorship Agreement, including all annexes referred to in this Agreement.

"Agreement Term" means the period of time that the Agreement is in force and effect, as provided in Section 6.1.

"Dispute" means any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, whether sounding in contract, tort or otherwise.

"Entity" means a Person other than a human being.

"Intellectual Property" means any tangible or intangible asset, intellectual creation, or legal interest, recognized or protected as, or similar to, "intellectual property" or "industrial property" under the laws of any jurisdiction in the universe, or under international law, and any rights thereunder, whether or not registered.

"IRC" means the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Party" when used in the singular, means Sponsee and Sponsor each separately, and when used in the plural, means Sponsee and Sponsor collectively.

"Person" means a human being, partnership, limited partnership, limited liability partnership, limited liability company, association, firm, company corporation, trust, association, state or public agency or instrumentality, state or country, or any other entity recognized under the laws of any jurisdiction in the universe or under international law as having the capacity to enter into legally binding agreements or to own property.

“Team Members” means, in reference to a Person, the directors, officers, officials, managers, staff, employees, volunteers, attorneys, agents and personnel, of such Person.

“Protected Information” means all information, in any form, furnished to or obtained by Sponsor from Sponsee including, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how, other than information that **(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 to Sponsor by Sponsee; **(c)** is or becomes available to Sponsor on a non-confidential basis from a source other than Sponsee; or **(d)** is independently developed by Sponsor without reference to any information furnished to it by Sponsee.

“Sponsee” means the Person defined as “Sponsee” in the preamble to this Agreement.

“Sponsee Marks” means the trademarks and service marks of Sponsee set forth in Annex B.

“Sponsor” means the Person defined “Sponsor” in the preamble to this Agreement.

“Sponsor Marks” means the trademarks and service marks of Sponsor set forth in Annex C.

“Sponsorship” means the relationship contemplated by this Agreement, as further described Section 2.

“Sponsorship Payments” means the payments made or to be made by Sponsor to Sponsee, as described in Section 2.1.

“Sponsorship Plan” means the plan for sponsorship as set forth in Annex A to this Agreement.

“Treasury Regulations” means the regulations of the United States Department of the Treasury as promulgated under the IRC, as the same may be amended from time to time.

1.2. Construction. Unless the context clearly indicates otherwise, in this Agreement **(a)** singular nouns and pronouns shall be deemed to include plural nouns and pronouns, and vice versa; **(b)** nouns and pronouns of any gender shall be deemed to include all genders; **(c)** the conjunction “or” shall be deemed to be used both disjunctively and conjunctively; **(d)** the pronouns “any,” “all,” “each,” or “every” means “any and all,” and “each and every”; **(e)** the terms “includes” and “including,” and any variations thereof, shall not be given a restrictive meaning, but rather, deemed to be followed by the words “without limitation”; **(f)** general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class, kind, category or nature of acts, matters or things; **(g)** any references to articles, paragraphs, subparagraphs, sections or subsections in the Agreement; **(h)** all dates and times referenced in this Agreement are dates and times in the State of New York; all headings herein are inserted only for convenience and ease of reference and shall not affect the construction or interpretation of any provision of this Agreement; and **(i)** all cash amounts referenced in this Agreement are in United States dollars

1.3. Context and Purpose. Sponsee is an Entity that has been recognized as exempt from federal income tax under IRC Section 501(c)(3), and is required to comply with certain laws, rules and regulations of the United States of America in order to maintain its tax-exempt status so as to benefit from its rights, and carry out its obligations, under this Agreement. Therefore, notwithstanding anything to the contrary in this Agreement, any interpretation of this Agreement that is inconsistent with the lawful operation of an Entity exempt from federal income tax under IRC Section 501(c)(3), vis-à-vis the rights, liabilities and obligations of Sponsee, shall be invalid and unenforceable.

2. The Sponsorship

2.1. Sponsorship Payments. Sponsor shall make sponsorship payments to Sponsee, in the amount, and according to the “payment schedule,” set forth in the Sponsorship Plan, for the purpose of supporting Sponsee’s mission, programs, projects, initiatives, activities and campaigns.

2.2. Status of Sponsorship Payments. The Sponsorship Payments are intended to be “qualified sponsorship payments” as described in IRC Section 513(i) and the Treasury Regulations promulgated thereunder, and the terms of this Agreement are intended to fall within the qualified sponsorship payment safe harbor provisions of said Treasury Regulations. Accordingly, notwithstanding anything to the contrary in this Section 2, it is understood and agreed that Sponsee shall not provide Sponsor any “substantial return benefit,” as described in said Section and said Treasury Regulations, and that the aggregate fair market value of all benefits to be provided to Sponsor under this Agreement shall not exceed two-percent (2%) of the total Sponsorship Payment. For the avoidance of doubt, any acknowledgement or recognition of Sponsor **(a)** shall be limited to a statement of acknowledgment or thanks, but may include display of Sponsor’s trademarks and service marks in accordance with Section 3; and **(b)** shall not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor’s products or services.

2.3. Recognition of Sponsor by Sponsee. During the Agreement Term, Sponsee shall recognize Sponsor as a corporate sponsor of Sponsee, as provided in the Sponsorship Plan, and may also acknowledge Sponsor in accordance with Sponsee’s donor recognition customs, practices and policies.

2.4. Publicity of Sponsorship by Sponsor. During the Agreement Term, Sponsor may identify itself as a corporate sponsor of Sponsee, as provided in the Sponsorship Plan. However, except as required by applicable law, or in the manner expressly provided in the Sponsorship Plan, Sponsor may not issue any press release or other public statement (including on its website), relating to the Sponsorship or Sponsee, without obtaining Sponsee’s prior written consent.

2.5. No Endorsement of Sponsor. Notwithstanding anything to the contrary in this Agreement, consistent with Sponsee’s status as an Entity exempt from federal income tax under IRC Section 501(c)(3), under no circumstances shall **(a)** Sponsee be expected or required to endorse or promote Sponsor or Sponsor’s products or services; **(b)** Sponsee’s acceptance of Sponsorship Payments, or acknowledgement or recognition of Sponsor, be implied or construed to be an endorsement of Sponsor or Sponsor’s products, facilities or services; and **(c)** Sponsor state or imply, orally or in writing, that Sponsee, or Sponsee’s Team Members, endorses Sponsor or Sponsor’s products, facilities or services.

2.6. Other Prohibited Activity. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Sponsor take any action, or use any Sponsee Marks, Intellectual Property of Sponsee, or other information or resources provided to Sponsor by Sponsee under this Agreement, in any manner that directly or indirectly **(a)** implies or suggests that Sponsee endorses, supports or opposes, or does not endorse, support or oppose, any political, religious or legislative position, view, belief, opinion, document or proposal, or any candidate for public office; **(b)** violates the United Nations Convention Against Corruption, or causes a Party to violate any anti-corruption law that such Party is subject to; **(c)** violates any legally protected right of privacy of any Person; or **(d)** benefits a “specifically designated national and blocked person” on the most current lists published by the Office of Foreign Assets Control of the United States Department of the Treasury, or that would result in a violation of any sanctions administered by said Office or of the United Nations Security Council.

2.7. Recordkeeping. Each Party shall maintain records relating to the Sponsorship in a manner that will allow the Parties to evaluate compliance with this Agreement, and shall make such records available for review by the other Party upon reasonable notice during the Agreement Term and for a period of three (3) years after the end of the Agreement Term. A Party shall reasonably cooperate with the other Party in providing information relating to the former Party’s activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the latter Party is engaged.

2.8. Non-Exclusive. Unless otherwise expressly provided in the Sponsorship Plan, the Sponsorship is non-exclusive, and Sponsee may enter into sponsorships or other similar arrangements as the Sponsorship with other Persons, even Persons whose mission, products, facilities or services may be in competition with those of Sponsor.

3. Intellectual Property and Confidentiality

3.1. Trademarks. Sponsor grants to Sponsee a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Sponsor Marks for the limited purposes set forth in Section 2.3. Sponsee grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Sponsee Marks for the limited purposes set forth in Section 2.4. Notwithstanding anything to the contrary in this Section 3.1, a Party acknowledges and agrees that **(a)** it has no interest in the other Party's trademarks and service marks other than the license granted under this Agreement; **(b)** the other Party shall remain the sole and exclusive owner of all right, title, and interest in its trademarks and service marks; **(c)** any and all goodwill in the other Party's trademarks and service marks shall inure solely to the benefit of the other Party; and **(d)** it shall comply with any reasonable guidelines related to the use, copy and display of other Party's trademarks and service marks as the other Party may provide.

3.2. Sponsorship Work Products. Sponsor grants to Sponsee a perpetual, irrevocable, nonexclusive, royalty-free, non-commercial, right and license (with the right to sublicense) to use, make, have made, reproduce, publish, disseminate, display, perform, and create derivative works based on, Intellectual Property, created, developed or otherwise generated by Sponsor, in connection with this Agreement or Sponsorship, anywhere in the universe, solely for purposes that may be necessary, appropriate, incidental, useful, conducive or desirable to achieving, advancing or attaining one or more purposes described in IRC Section 501(c)(3).

3.3. No Transfer of Intellectual Property Rights. Except as provided in Section 3.1 and Section 3.2, nothing in this Agreement shall constitute or be construed to be an express or implied assignment, transfer, license or grant of, or ownership or other rights in, Intellectual Property, owned, created, developed, generated or controlled by one Party, by such Party to the other Party. For the avoidance of doubt, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any Intellectual Property owned, created, developed or controlled by Sponsee, including event attendee lists, donor lists or mailing lists, other than those rights in the license specifically set forth in Section 3.1.

3.4. Confidentiality. Sponsor agrees to keep in strict trust and confidence, and to use only in connection with activities expressly permitted to be carried on by Sponsor under this Agreement, Sponsee's Protected Information.

4. Relationship of the Parties

4.1. Status. A Party is, and shall remain, an independent contracting party of the other Party. Nothing contained in, arising out of, or relating to, this Agreement creates or establishes, or shall be construed as creating or establishing, an employment, partnership, joint venture, fiduciary or similar relationship between the Parties for any purpose. A Party, and such Party's Team Members, shall have no power or authority to make any statements, representations or commitments of any kind on behalf of the other Party, or assume or create any responsibility or obligation on behalf of such other Party, to a third party.

4.2. Representatives. Each Party shall designate a representative to serve as its principal contact person, and to facilitate communication between the Parties, in connection with the Sponsorship and this Agreement. The name and title of the initial representative of each Party is set forth in the Sponsorship Plan. A Party may designate a replacement representative at any time upon written notice to the other Party.

5. Dispute Resolution

5.1. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, United States of America, excluding said State's choice-of-law principles, and any Dispute, shall likewise be governed by the laws of said State, excluding said State's choice-of-law principles.

5.2. Choice of Venue. The Parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts sitting in _____ county, New York, United States of America, in any action or claim in connection with any Dispute. Each Party hereby waives any objection which such

Party now or hereafter may have to the laying of venue in any court of said county or any objection based on such court being an inconvenient forum.

5.3. Injunctive Relief. Each Party acknowledges and agrees that **(a)** any breach by one Party of its obligations under Section 2.4 (Publicity of Sponsorship by Sponsor), Section 2.5 (No Endorsement of Sponsor), Section 2.6 (Other Prohibited Activity) or Section 3 (Intellectual Property and Confidentiality) will result in irreparable harm to the other Party which cannot be reasonably or adequately compensated in damages; **(b)** the injured Party shall be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and **(c)** the injured Party shall have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Section 2.4, Section 2.5, Section 2.6 or Section 3, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection their Intellectual Property or Protected Information.

5.4. Indemnification. A Party shall indemnify, defend, and hold harmless the other Party, and the Team Members of the other Party, against any and all claims, liabilities, losses, damages, and expenses that such other Party, or the Team Members of such other Party, may suffer or otherwise incur, and which arise directly or indirectly from: **(a)** the former Party's performance under or breach of this Agreement; **(b)** the former Party's breach of its legal obligations to any third party; and **(c)** claims by third parties of infringement, misappropriation, or other violations of Intellectual Property rights arising out of the latter Party's use of Intellectual Property solely in accordance with the terms of this Agreement. However, notwithstanding anything to the contrary in this Section 5.4, a Party shall have no obligation to indemnify the other Party to the extent the liability of such other Party is solely caused by such other Party's gross negligence, or intentional or willful misconduct.

6. The Agreement

6.1. Agreement Term. This Agreement shall **(a)** enter into force and effect on the later of the begin date of the "sponsorship term" as set forth in the Sponsorship Plan or the date this Agreement has been signed by all the Parties, and **(b)** shall remain in force and effect until the earliest of its termination pursuant to Section 6.2, Section 6.3 or Section 6.4, or the end date of said "sponsorship term." Unless so earlier terminated, this Agreement shall terminate automatically on said end date of said "sponsorship term."

6.2. Termination upon Notice. A Party may terminate this Agreement by providing written notice to the other Party. Such termination shall be effective thirty (30) days from the delivery of such notice by the former Party to the latter Party.

6.3. Termination due to Breach. In the event one Party breaches any of its obligations under this Agreement, the other Party may provide the former Party written notice of the breach. If the latter Party, in its reasonable discretion, determines that the former Party has failed to cure the breach within thirty (30) days after receipt of such notice of the breach, the latter Party may terminate this Agreement upon delivery to the former Party written notice of the latter Party's decision to terminate this Agreement, and such termination shall be effective immediately upon delivery of such notice of termination.

6.4. Termination due to Conduct. A Party may terminate this Agreement immediately, upon written notice to the other Party, if, based on information not known by the former Party at the time this Agreement is executed by both Parties, the former Party reasonably believes that the latter Party has been involved in, is being involved in or has been alleged to have been involved in, any act, conduct, practice, situation or circumstance, that may adversely reflect on the reputation of the former Party. Additionally, Sponsee may terminate this Agreement immediately, upon written notice to Sponsor, if, Sponsee believes, in its reasonable discretion, that Sponsor engaged in, is engaging in, or has been alleged to have engaged in, any act, conduct or practice that may jeopardize Sponsee's status as an Entity exempt from federal income tax under IRC Section 501(c)(3).

6.5. Effect of Termination. Any termination of this Agreement shall be without prejudice to any rights, liabilities and obligations of each Party, under this Agreement, accrued prior to the date of termination. Upon termination of this Agreement, the Parties shall cooperate to minimize any adverse impacts of the termination, and Sponsee and Sponsor shall promptly cease to use Sponsor Marks and Sponsee Marks, respectively. Sponsor shall not be entitled to receive any refund of any payments made to Sponsee prior to termination. If Sponsor terminates this Agreement under Section 6.2, or if Sponsee terminates this Agreement under Section 6.3 or Section 6.4, Sponsor shall continue to be responsible for all remaining payments due as set forth in the Sponsorship Plan. If Sponsee terminates this Agreement under Section 6.2, or if Sponsor terminates this Agreement under Section 6.3 or Section 6.4, Sponsor shall have no remaining payment obligations to Sponsee under this Agreement.

6.6. Modification. No amendment, modification or change in this Agreement shall be valid and enforceable unless provided by a written amendment to this Agreement signed by both Parties.

6.7. Survival. The provisions of Section 2.7 (Record Keeping), Section 3.2 (Sponsorship Work Product), Section 3.3 (No Transfer of Intellectual Property Rights), Section 3.4 (Confidentiality), Section 5 (Dispute Resolution) and Section 7 (Final Provisions) shall survive termination of this Agreement and remain in force and effect.

7. Final Provisions

7.1. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties hereto in respect of the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, drafts and representations of the Parties, written or oral.

7.2. Negotiated Agreement. This Agreement and its contents are the result of negotiation between the Parties who are sophisticated in its subject matter, and has been jointly prepared by the Parties. Accordingly, in the interpretation or construction of this Agreement or any part thereof, no rule of interpretation or construction shall be applied to any Party on the basis that such Party prepared or drafted this Agreement or any part thereof.

7.3. Severability. If any term or provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid, legal and enforceable to the fullest extent permitted by law; and, to the extent permitted and possible, the invalid, illegal or unenforceable term or provision shall be deemed replaced by a term that is valid, legal and enforceable and that comes closest to expressing the original intention of the Parties of such invalid, illegal or unenforceable term or provision.

7.4. No Waiver of Rights. The failure or delay by any Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purpose to constitute a waiver by any other Party of any such right or remedy associated therewith, and shall not relieve any Party of any of its obligations under this Agreement.

7.5. Third Parties. Except as provided in Section 5.4, no Person or Entity other than the Parties themselves shall have any rights or remedies under this Agreement.

7.6. Prohibition on Assignment. Sponsor shall not assign, transfer, pledge, delegate or make any disposition of this Agreement, any part of this Agreement, or any rights or obligations under this Agreement, to any third party, without the prior written consent of Sponsee. Any unauthorized assignment, transfer, pledge, delegation or disposition shall be null and void, ab initio, and shall not be binding on Sponsee. Subject to the foregoing in this Section 7.6, the Parties agree that this Agreement, and all rights and obligations thereunder, shall inure to the benefit of, and shall be binding upon, the Parties and their respective permitted successors and assigns.

7.7. Counterparts and Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature delivered by email in portable document format (PDF) or by fax shall be equally effective as a signature in ink.

7.8. Further Acts. Each Party agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

7.9. Notice. All notices and consents under this Agreement shall be written, and delivered or sent by registered mail, postage prepaid, by personal delivery, by courier or by email, to the representatives of the Parties as determined under Section 4.2.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement:

FOR AND ON BEHALF OF _____:

By: _____

Date: _____

FOR AND ON BEHALF OF _____:

By: _____

Date: _____

CORPORATE SPONSORSHIP AGREEMENT

ANNEX A: SPONSORSHIP PLAN

Sponsorship Term: Begins:
Ends:

Sponsor:

Sponsee:

Sponsor's Representative:

Sponsee's Representative:

Sponsorship Payment:

Payment Schedule:

Recognition of Sponsor:

Publicity by Sponsor:

Other Sponsor Benefits:

FMV of Sponsor Benefits:

Other Terms and Details:

CORPORATE SPONSORSHIP AGREEMENT

ANNEX B: LICENSED MARKS OF SPONSEE

CORPORATE SPONSORSHIP AGREEMENT

ANNEX C: LICENSED MARKS OF SPONSOR