

CORPORATE SPONSORSHIP AGREEMENT

This Corporate Sponsorship Agreement (the “Agreement”) dated as of _____, is made by and between The CCSU Foundation, Inc., a Connecticut nonstock corporation (the “Foundation”), Central Connecticut State University represented by its _____¹ (the “University”) and the _____ (the “Sponsor”).

1. **Sponsorship Rights and Benefits.** Sponsor will receive the following benefits during the Term of this Agreement beginning on _____, and terminating on _____ unless stated otherwise in this Paragraph 1:

- (a) Company Recognition with promotional materials and announcements,
- (b) Company Table with representatives to share about internships/employment.
- (c) Half page company sponsorship acknowledgement in program booklet.

2. **Sponsorship Fee.** Sponsor agrees to provide to the Foundation cash sponsorship in the amount of \$1,500 payable as follows CCSU Foundation, Inc.

3. **Sponsorship Term.** The term of this Agreement shall begin on _____ and terminate on _____ (the “Term”).

4. **Non-Exclusive Sponsorship.** Sponsor’s corporate sponsorship is non-exclusive, and Sponsor understands and acknowledges that the Foundation may enter into corporate sponsorships or other similar arrangements with other entities.

5. **No Endorsement.** Under no circumstances will the Foundation 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 Foundation’s acceptance of Sponsor’s payment or acknowledgement or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Foundation or its officers, directors, or employees endorse Sponsor.

6. **Intellectual Property.**

(a) Nothing in this Agreement grants the Sponsor the right to use the name, logos, and/or marks of the Foundation or the University for any purpose or in any medium without the prior written consent of the Foundation and/or the University, respectively.

(b) Sponsor grants the Foundation, the University, and their affiliates a limited, non-exclusive, royalty-free right to use any name, logos, and/or marks provided to the Foundation and the University by Sponsor for the specific purposes set forth in this Agreement.

7. Sponsorship Materials.

(a) University will provide broadcast time or publication space for each sponsorship material set forth in Paragraph 1 above prepared by Sponsor or Sponsor's agent (the "Sponsorship Materials"). The University's obligation under this Paragraph 7 is conditioned upon Sponsor providing the University the necessary Sponsorship Materials no later than fourteen (14) days prior to the broadcast or publication date (the "Material Due Date").

(b) If the University does not receive the Sponsorship Materials for broadcast or print publication by the Material Due Date, the University will notify [] by email at []. If Sponsor fails to provide University with the approved Sponsorship Materials at least forty-eight (48) hours after the Material Due Date, University will not be obligated to broadcast or publish the Sponsorship Material. University's failure to broadcast or publish the Sponsorship Material as a result of Sponsor's failure to meet the Material Due Date will in no way relieve Sponsor of any of its obligations and duties under this Agreement.

8. Independence. The Foundation, the University, and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Foundation, the University and Sponsor for any purpose. The Foundation, the University and Sponsor do not have the power or authority to bind or obligate the other to a third party or commitment in any manner.

9. Termination. This Agreement may be terminated by any party with 30 days written notice to the other parties. If the Agreement is terminated, no party shall have any further obligation to the other parties except for payments previously payable under the terms set forth under this Agreement. Any right otherwise set forth herein to use the name, logos and/or marks of the Sponsor shall end immediately upon the effective date of the termination.

10. Restrictions. The Foundation and the University shall not display any Sponsor logo, mark, sign, banner, or other visual display, or print, publish, or distribute any written or visual material provided by or on behalf of Sponsor, that contains: a comparative or qualitative description of Sponsor's product or business; price information or any other indications of savings or value about Sponsor's product or business; any message that otherwise endorses Sponsor's product or induces one to purchase or use Sponsor's product; or any message that causes Sponsor's payments to not be treated as "qualified sponsorship payments" as that term is defined in Section 513(i) of the Internal Revenue Code of 1986, as amended and related regulations.

11. Indemnification. Sponsor shall indemnify, protect, defend, and hold harmless the Foundation, University, and their trustees, directors, officers, employees, agents, students, and representatives (the "Indemnitees") from any and all liability, loss, lien, or damage (including injury, death, or damage to person and/or property) directly or indirectly associated with any claims, demands, actions, causes of action, judgments, costs, expenses and/or attorney's fees (the "Claims") that result from, arise out of, or relate to: (1) Sponsor's breach of this Agreement; (2) the provision of goods, services, or equipment by Sponsor or its officers, directors, employees, agents, contractors, or representatives under this Agreement; or (3) the use of the Sponsor's name, logos, patents, copyrights, marks and/or other proprietary interests, including any actual or alleged infringement or violation of any third party's intellectual property or other rights arising by or out

of the performance of this Agreement, or the use by Indemnitees, at the direction of Sponsor, of any article or material. This Paragraph 11 shall survive the termination or expiration of this Agreement and shall not apply to the extent that said Claims arise out of the sole negligence of the trustees, officers, agents, or employees of the Foundation and/or the University.

12. **Force Majeure.** If any party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of any party (each a Force Majeure event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other parties.

13. **Inability to Broadcast or Publish.** If the Foundation and/or the University, due to unforeseen emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such broadcasting or publishing), or for any reason, including mechanical breakdowns beyond the control and without the fault of the Foundation and/or the University, is unable to broadcast or publish the sponsorship benefits as set forth in Paragraph 1, the Foundation and/or the University will not be liable to Sponsor except to the extent of allowing a pro rata reduction in the Sponsorship Fee or reasonably suitable alternate broadcast or publication arrangements.

14. **Entire Agreement.** This Agreement expresses the final, complete, and exclusive agreement between the Foundation, the University and Sponsor, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, courses of dealings, or understandings between the Foundation, the University and Sponsor relating to its subject matter.

15. **Assignment.** The parties may not assign any of their rights or obligations under this Agreement without the prior written approval of the other parties.

16. **Amendment.** This Agreement may be modified, amended, or altered only by writing signed by all of the parties.

17. **Severability.** If any provision of 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.

18. **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.

19. **Notices.** All notices, requests, demands, payments, and other communications shall be in writing and shall be deemed to have been duly given if sent by hand delivery, facsimile with

confirmation receipt, overnight courier or certified United States mail, return receipt requested, with postage prepaid.

20. **Governing Law.** This Agreement will be deemed to be made, governed by, and construed in accordance with the laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

21. **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.

The undersigned accept the terms and conditions set forth above. ²

The CCSU Foundation, Inc.

Sponsor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Central Connecticut State University

By: _____

Name: _____

Title: _____

Date: _____

² Note: This Agreement must be reviewed by University Counsel. It may also require other state required attachments for third-party dealing with the State of Connecticut.