



Sponsorship Agreement

Part 1 - Overview

Sponsor:
Key Contact / Title:
Phone / Email:

Sponsorship Recipient: The Public Relations Society of America Philly (PRSA Philly)
Contact:
Phone / Email:

Program Sponsored:
Program Duration:

Sponsorship Cost:
Payment Terms:

Notes

- Sponsor benefits are outlined in appendix A.
- Terms & Conditions are outlined in appendix B.
- Together, the overview, along with appendices A / B create a binding agreement between the PRSA Philly and the sponsor.
- A signed agreement is required before any recognition begins.
- The Association makes no warrants or representations with regard to attendance or any other engagement metric unless specifically referenced in Appendix A

Agreed to:
For Sponsor

For PRSA Philly

Name:
Title:
Date:

Name:
Title:
Date:



Appendix A - Sponsorship Benefits

List Benefits and relevant notes (e.g. start/end, needs before element can begin)



Appendix B - Terms & Conditions

1. **Sponsorship.** The Sponsor desires to support the Association's purposes and missions by associating the Sponsor's name and logo with the Association activity ("Activity") described in the overview of this Agreement and by remitting a corporate sponsorship fee to the Association. The Sponsor's involvement with the Activities will be limited in scope, consistent with Association's nonprofit status and federal tax exemption requirements. The Association's acceptance of the sponsorship payment does not suggest or convey the Association's approval, endorsement, certification, acceptance, or referral of any product or service of the Sponsor. No written or oral statements or materials developed or intended for use in connection with the Sponsor's support for the Association's Activity will be used without the advance review and written approval of the Association. The Association will provide appropriate and grateful acknowledgment and recognition of the Sponsor's support, consistent with applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations; the nature and extent of that acknowledgment and recognition are described in Attachment A.
2. **Limited Mutual Licensing of Intellectual Property.** The Association and the Sponsor each provides to the other a limited nonexclusive license to use each other's name, logo, and other pertinent trademarks, service marks, copyrights, or other intellectual property as specifically described in Attachment A and in connection with the Activity only. No other uses of the Association's or the Sponsor's intellectual property are permitted or authorized.
3. **Support Fee.** The amount of the support fee to be paid by the Sponsor to the Association is described on the first page of this agreement (the overview); that amount will be paid within thirty (30) days of the conclusion of the Activity unless otherwise specified in the overview.
4. **Mutual Protection of Confidential Information.** Should the Association or the Sponsor come into possession of trade secret or confidential information of the other in connection with the Activity, each will avoid disclosure of that trade secret or confidential information using the equivalent methods and means that each would use to protect its own trade secret or confidential information; each will use its best efforts to avoid disclosure of confidential information by officers, directors, employees, volunteers, agents, or consultants without the written approval of the other party that owns the trade secret or confidential information. This provision will survive any cancellation or expiration of this Agreement.
5. **Mutual Indemnification.** The Association and the Sponsor each agrees to indemnify and hold harmless the other, as well as the other's officers, directors, employees, agents, and consultants, from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred on account of the indemnifying party's willful or negligent acts or omissions in connection with the Activity. The parties shall not be considered to have a partnership, agency, or joint venture relationship. These provisions will survive any cancellation or expiration of this Agreement.
6. **Mutual Right of Cancellation.** Either the Association or the Sponsor may cancel its participation in the Activity upon (90) ninety days' advance written notice to the other; in that case, no further use may be made of the other's intellectual property or of any statements or materials of the other developed or intended for use in connection with the Activity without written approval. Should the Sponsor cancel its participation, all fees previously agreed upon will be due.