



Corporate Sponsorship Conference and Annual Agreement

The Project Management Institute San Diego offers four value packages for annual and conference sponsorship. Appendix A provides full details on each package.

2018 PMI-SD Annual Sponsorship Levels (including conference)				
Please select an option to the right	\$3000.00	\$4000.00	\$5000.00	\$6000.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sponsor Benefits	Bronze	Silver	Gold	Platinum
Right to use PMI-SD name & logo in your promotions and communications	X	X	X	x
Branding on PMI Social Media and Chapter communications	X	X	X	X
Complimentary Professional Development opportunity listings via email blasts and on PMI SD Chapter website	2	4	6	6
Complimentary dinner meeting passes (can be used throughout the year)	2	4	6	6
Opportunity to host a PMI-SD Lunch & Learn on PMI and benefits of chapter membership for staff or clients			X	X
Competitive category exclusivity				X

2018 PMI-SD Conference Sponsorship Levels (conference only)				
Please select an option to the right	\$500.00	\$750.00	\$1500.00	\$2000.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sponsor Benefits	Bronze	Silver	Gold	Platinum
Logo on conference brochure	X	x	x	x
Logo & Link on all pre and post conference emails	X	X	X	X
Logo & Link on conference website	X	X	X	X
Logo & Link on Conference PPT Screens	X	X	X	X
Verbal Acknowledgement at opening & closing ceremonies	x	X	X	X
Thank you gift provided at closing Ceremonies	X	X	X	X
Opportunity to donate a door prize		X	X	X

Additional Signage for display at conference		X	X	X
½ page Conference Program Ad (\$50.00 Value)			X	X
2 Complimentary Conference Passes (\$798.00 Value)			X	X
Display/Exhibitor booth at conference both days				X

AdHoc Conference Sponsor Options		
	Cost	Select One
Full page color ad (8" X 10 1/2")	\$200.00	<input type="checkbox"/>
Half Page Full Color Ad (8" X 5 1/4" OR 5 1/4" X 8")	\$150.00	<input type="checkbox"/>
1/4 Page Full Color AD (4" X 5 1/4" OR 5 1/4" X 4")	\$85.00	<input type="checkbox"/>
Full page B&W ad in Conference Program	\$75.00	<input type="checkbox"/>
Half page B&W ad in Conference Program	\$50.00	<input type="checkbox"/>
1/4-page B&W ad in Conference Program	\$25.00	<input type="checkbox"/>

Agreement

This agreement ("Agreement") establishes a partnership ("Partnership") between the following parties:

Project Management Institute of San Diego (PMI-SD) and [Redacted]

Period of Agreement:

- Agreement period will begin upon sign off on this document
- Agreement will continue for the duration of the year 2018 (if you would like your agreement to extend beyond the conference we will provide a yearly contract price)
- **Included in Agreement:**
- Any items checked off under "Sponsorship Benefits and/or Options"
- List all purchases not listed under "Sponsorship Benefits and/or Options"

List special agreement terms: Credits or other special considerations approved by BOD and conference team.

Total Due: \$ [Redacted]

Letter of Agreement

Project Management Institute – San Diego Chapter

Sponsor/Exhibitor Name:

(Hereinafter referred to as Sponsor.)

Address: _____

Contact Name & Title:

Contact Phone #:

Contact Fax # :

Contact E-Mail :

This agreement is made this [redacted] day of [redacted], 2018 between the Project Management Institute San Diego Chapter, Inc. (hereinafter referred to as PMI-SD) and Sponsor/Exhibitor, both intending to be legally bound by its terms and conditions.

If any services or additional requests beyond what have been agreed upon in this document are received, additional costs may be assessed.

Please mail checks to:

Project Management Institute of San Diego

Attn:2018 Sponsorship

8895 Towne Centre Dr. Suite 105-114

San Diego, CA 92122

This agreement shall be interpreted in accordance with the laws of the state of California, and any legal challenge shall be heard in the court of the San Diego County judicial system.

If any provision(s) of this agreement is/are held invalid, that invalidity shall not affect any other provision of the agreement which can be given effect without the invalid provision(s) and, to that end, the provisions of this Agreement are declared to be severable.

This document is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning services provided by and between PMI-SD and the Sponsor or Exhibitor.

Tax Identification Number: 68-0499554

Legal Terms

Now therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Sponsorship

- A. During the Term of this Agreement, the Chapter hereby agrees to identify and acknowledge the Sponsor as a sponsor of the Event, as permitted in connection with qualified sponsorship payments under state local law and regulations thereunder. Such identification and acknowledgment shall include displaying the Sponsor's corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments) and the Chapter's Web site on the Internet in connection with the Event, as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Event. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by the Chapter in its sole discretion, such determination which shall not be unreasonable.
- B. During the Term of this Agreement, the Sponsor shall be permitted to maintain an Internet hyperlink on the PMI San Diego page of the Chapter's Web site on the Internet (www.pmi-sd.org) to the home page of the Sponsor's Web site.
- C. The Chapter shall not provide to the Sponsor any information pertaining to membership or conference attendee lists, including but not limited to databases, lists, mailing labels and reports. Such information is considered confidential and shall not be shared with individuals or business entities outside of PMI or the Chapter.
- D. The Sponsor shall provide to the Chapter all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the Event; provided, however, that all uses of such logos and other information, content and materials shall be determined by the Chapter in its sole discretion, such determination which shall not be unreasonable.
- E. During the Term of this Agreement, the Sponsor shall be permitted to utilize the Chapter's name, acronym and logo for the sole purpose of promoting the Sponsor's sponsorship of the Event. All uses by Sponsor of the Chapter's name, acronym and logo shall be subject to the prior approval of the Chapter.

II. IV. Mutual Intellectual Property License

- A. Limited License to the Chapter. In connection with the Chapter's grant to the Sponsor to sponsor the Event, the Chapter is hereby granted a limited, revocable, non-exclusive license to

use the Sponsor name, the Sponsor acronym, and the logo of the Sponsor (hereinafter collectively referred to as the "Sponsor Marks") solely to identify the Sponsor as a sponsor of the Event, with the limited authority to use the Sponsor Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. The Sponsor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to the Chapter nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to the Chapter; and that the Sponsor Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party.

- B. Limited License to Sponsor. In connection with the Chapter's grant to the Sponsor to sponsor the Event, the Sponsor is hereby granted a limited, revocable, non-exclusive license to use the name "PMI San Diego Chapter," and the logo of the Chapter (hereinafter collectively referred to as the "the Chapter Marks") solely with the term "Sponsor" prominently displayed directly adjacent thereto (to ensure the absence of any implication that the Sponsor is endorsed by the Chapter), with the limited authority to use the Chapter Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement.

In no event shall the Sponsor use the Chapter Marks in a manner that states or implies an endorsement of the Sponsor (or Sponsor's products or services) by the Chapter. Any material failure by the Sponsor to comply with the terms and conditions of this limited license, whether wilful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by the Chapter. The interpretation and enforcement (or lack thereof) of such terms and conditions, and compliance therewith, shall be made by the Chapter in its sole discretion.

- C. General Provisions.
1. The Sponsor Marks and the Chapter Marks are hereinafter collectively referred to as the "Marks."
 2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e., the Chapter shall be considered the "owner party" and the Sponsor shall be considered the "non-owner party" with respect to the Chapter Marks; Sponsor shall be considered the "owner party" and the Chapter shall be considered the "non-owner party" with respect to the Sponsor Marks). The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.

3. The owner parties' respective logos may not be revised or altered by the non-owner parties in any way, and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.
4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that the Sponsor is a separate and distinct legal entity from, and is not an agent of, the Chapter.
5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.
6. Use of the respective owner parties' Marks by the non-owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties' Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon the termination or expiration of this Agreement, the respective non-owner parties shall:
 - I. immediately cease utilization of the owner parties' Marks for any purpose;
 - II. return forthwith all originals and copies of the owner parties' Marks to the respective owner parties (whether in printed, electronic, recorded, and/or other tangible form); and
 - III. discard or destroy all copies thereof. The respective non-owner parties' obligations to protect the owner parties' Marks shall survive the termination or expiration of this Agreement.

II. Mutual Linking Agreement.

- A. During the Term of this Agreement, the Sponsor shall be permitted to maintain an Internet hyperlink on the Chapter's Web site on the Internet to the home page of the Sponsor's Web site on the Internet, pursuant to the terms and conditions this contract. The Chapter agrees to incorporate the exact, unaltered, graphical file image to be electronically provided by the Sponsor ("Sponsor's Link Logo") into the HTML files located on the Chapter's Web site. The specific placement on the page of the Chapter's Web site, appearance and operation of the link shall be consistent with the terms and

conditions of this Agreement and shall be mutually agreed upon by the Chapter and Sponsor; provided, however, that:

- I. the appearance of the Sponsor's Link Logo may not be altered in any manner from what is electronically provided by the Sponsor,
- II. the Sponsor's Link Logo shall not be displayed on the Chapter's Web site more prominently than the Chapter's name or logo, or than the Chapter's Web site name or logo,
- III. the Sponsor's Link Logo must stand by itself and must include a minimum amount of 30 pixels of empty space around it so as to avoid unintended associations with any other objects, including but not limited to type, photography, borders, and edges

No pages from the Sponsor's Web site may be placed in a frame on any page of the Chapter's Web site. The Chapter does not endorse, approve, certify, or control the Sponsor's Web site and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference therein to any specific product, process or service does not constitute or imply endorsement, recommendation or favouring by the Chapter. The Chapter is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. The Sponsor reserves the right to review the Chapter's use of the Sponsor's Link Logo, and the Chapter agrees to provide the Sponsor with unrestricted access to the Chapter's Web site to review such use. This link shall terminate and be removed immediately from the Chapter's Web site on the Internet upon the termination or expiration of this Agreement.

- B. During the Term of this Agreement, the Chapter shall be permitted to maintain an Internet hyperlink on the Sponsor's Web site on the Internet to the home page of the Chapter's Web site on the Internet (<http://www.pmi-sd.org>), pursuant to the terms and conditions. Sponsor agrees to incorporate the exact, unaltered, graphical file image to be electronically provided by the Chapter ("the Chapter's Link Logo") into the HTML files located on the Sponsor's Web site. The specific placement on the Sponsor's Web site, appearance and operation of the link shall be consistent with the terms and conditions of this Agreement and shall be mutually agreed upon by Sponsor and the Chapter; provided, however, that
 - I. the appearance of the Chapter's Link Logo may not be altered in any manner from what is electronically provided by the Chapter,

- II. the Chapter's Link Logo shall not be displayed on Sponsor's Web site more prominently than Sponsor's name or logo, or than Sponsor's Web site name or logo,
- III. the Chapter's Link Logo must stand by itself and must include a minimum amount of 30 pixels of empty space around it so as to avoid unintended associations with any other objects, including but not limited to type, photography, borders, and edges,
- IV. users of Sponsor's Web site must be able to view the Chapter's Link Logo in its entirety without scrolling, and
- V. the Chapter reserves the right to alter or modify the Chapter's Link Logo in any manner at any time, provided such alteration or modification is otherwise consistent with the terms and conditions of this Section V. No pages from the Chapter's Web site may be placed in a frame on any page of Sponsor's Web site. The Sponsor does not endorse, approve, certify, or control the Chapter's Web site and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site.

Reference therein to any specific product, process or service does not constitute or imply endorsement, recommendation or favouring by the Sponsor. The Sponsor is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. The Chapter reserves the right to review the Sponsor's use of the Chapter's Link Logo, and the Sponsor agrees to provide the Chapter with unrestricted access to the Sponsor's Web site to review such use. This link shall terminate and be removed immediately from the Sponsor's Web site on the Internet upon the termination or expiration of this Agreement.

VI. Indemnification.

The Sponsor hereby agrees to indemnify, save and hold harmless the Chapter and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of:

- (i) any act or omission by the Sponsor or any of its officers, directors, employees, or agents;
- (ii) any use of the Sponsor's name, logo, Web site, or other information, materials, products, or services provided by Sponsor; and/or

(iii) the inaccuracy or breach of any of the covenants, representations and warranties made by the Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by the Sponsor as they occur. The Chapter shall promptly notify the Sponsor upon receipt of any claim or legal action.

The provisions survive any termination or expiration of this Agreement.

VII. Confidentiality

During the Term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party's Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

As used in this Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including but not limited to information about either party's employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans.

Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the effective date of this Agreement or that subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party that is reasonably known by the receiving party to have a legal right to transmit such information and to not keep such information confidential; and (iv) information independently developed by either party's employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information received hereunder.

VIII. Termination

This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting the material breach; (ii) upon written notice provided by one (1) party to the other party no less than sixty (60) days prior to the end of any initial or renewal Term; or (iii) at any time upon the mutual written consent of both parties.

IX. General Provisions

- A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.
- B. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- C. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction. Each party hereby consents to the jurisdiction of the federal, state and local courts.
- D. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- E. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party.
- F. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- G. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
- H. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- I. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties.
- J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

- K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- L. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred [# of days] calendar days after the mailing or sending of such notice.

Duly authorized and acknowledging on behalf of their respective organizations:

Sponsor:

Signature: _____

Name of Authorizing Sponsor Contact

Date: _____

**Project Management Institute
San Diego Chapter, Inc.**

Signature: _____

Marie S. Struttmann, VP of Outreach PMI-SD Chapter

Date: _____

**Project Management Institute
San Diego Chapter, Inc.**

Signature: _____

Malachi L. Walker, President PMI-SD Chapter

Date: _____