

MODEL CORPORATE SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into and made effective on this ___ day of ___, 200__ ("the effective date"), by and between the _____ Foundation ("the Foundation"), a [insert state in which incorporated] nonprofit corporation, and [name of corporate sponsor] ("Sponsor"), a [name of state] corporation .

WHEREAS, the Foundation is a charitable, educational, and scientific organization dedicated to quality patient care and the advancement of medical science in the field of _____, and which is tax exempt under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Foundation has instituted the [name of program] Program ("the Program") to [insert purpose of program];

WHEREAS, Sponsor wishes to support the Foundation's general charitable and educational purposes and specifically wishes to support the Program through an [unrestricted] educational grant;

WHEREAS, the parties wish to articulate the terms and conditions under which the grant and contributions shall be made;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. The Program. The Program is[insert brief description], which is more fully described in Exhibit A.
2. Grant. As part of its desire to generally support the Foundation's charitable and educational mission and to specifically support the Program, Sponsor shall provide the Foundation with an educational grant in the sum of [] dollars (\$000,000) to be disbursed over a []-year period ("the Grant"), with [\$00,000] to be paid on [date of first payment], [\$000,0000] to be paid by [date of second payment, if applicable], and [\$000,000] to be paid by [date of third payment, if applicable].
3. Term. This agreement shall be in effect for a term of [] years and shall be renewable upon mutual written agreement of the parties if Sponsor chooses to make additional contributions to the Program following the expiration of the initial term of this Agreement.

This model corporate sponsorship agreement was prepared for the National Health Council by its legal counsel, Jenner & Block, LLP, located in Washington, DC. ©2004 Jenner & Block, LLP. All rights reserved.

This document is a model that should be tailored to fit the specific facts and circumstances of each corporate relationship. Individual voluntary health agencies should still seek assistance from experienced legal counsel in developing their own corporate sponsorship agreements. This document is not intended as legal advice by the National Health Council.

4. Termination. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice for the failure of the other party to comply with one or more material terms of the Agreement provided that the party to whom such notice is given has not remedied the breach within the stated notice period. The Foundation shall also have the unilateral right to terminate this Agreement at any time if its Board of Directors reasonably determines that it would be detrimental to the reputation and goodwill of the Foundation or the Program to continue to accept funds from Sponsor. In the event of any such termination, the Foundation will relinquish Sponsor's Grant and return all unused funds to Sponsor. Upon expiration or termination, no further use may be made by either party of the other's name or marks without the express prior written authorization of the other party.
5. Restrictions on Use of Funds. The Grant will be used solely to offset the costs of the Program. Sponsor shall be entitled to an accounting of Program costs at the end of each year in which this Agreement is in effect.
6. Scope; Purpose; Restrictions. The Program shall have a specific and limited scope, and its sole purpose is [insert purpose]. Without limiting the generality of the foregoing, the parties further agree as follows:
 - a. The purposes of the Program shall be educational in nature, and no commercial product promotion of any manner shall take place in connection with the Program or any of its components.
 - b. The Foundation's acceptance of the Grant or in-kind assistance from Sponsor does not convey the Foundation's approval, endorsement, certification, acceptance, recognition, or referral of Sponsor or any product or service provided by Sponsor.
 - c. Sponsor will not be entitled to receive free advertising (as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations) or other substantial return benefit from the Grant other than appropriate acknowledgments, items of nominal value, and/or the use of the Foundation's name and logo in materials promoting the Program. For the purposes of this Agreement, "nominal" shall have the meaning assigned by the IRC or regulations issued by the IRS. The Foundation may, in its sole discretion, provide nonqualitative acknowledgments of Sponsor's Grant in its regular periodicals; however, Sponsor will not be entitled to such acknowledgments as a condition of its Grant.
 - d. The Grant is not contingent upon specific attendance at any event or events, or other measures of public exposure.

- e. The relationship between the parties with respect to the Grant is otherwise subject to and governed by the Foundation's Policy on Corporate Relationships, a copy of which is attached as Exhibit B.

- 7. Acknowledgments. The Foundation will make appropriate acknowledgments of Sponsor's Grant in accordance with the IRC and IRS rules and regulations. Acknowledgments of appreciation for Sponsor's Grant may identify and briefly describe Sponsor and its products or product lines in neutral terms and may include Sponsor's name, logo, well-established slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of Sponsor's products, services, or facilities; (b) price information or other indications of savings or value associated with Sponsor's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use Sponsor's products or services. Any such acknowledgments will be created, or subject to prior review and approval, by the Foundation. Sponsor grants the Foundation the right to use its name, trademark, service mark, logo, etc. for use in acknowledging Sponsor's Grant.

- 8. Sponsor's Promotional/Educational Activities. Sponsor may engage in activities and distribute educational materials promoting the Program provided that any such activities or materials must be approved in advance by the Foundation. Sponsor may not use the Foundation's name or marks or the Program name or associated marks without prior approval of the Foundation. Sponsor shall coordinate with the Foundation and its designees in any promotional activities that it undertakes in support of the Program.

- 9. Exclusivity. Sponsor agrees that for the term of this Agreement it shall not sponsor any programs that are substantially similar in purpose or character to the Program.

- 10. Reporting Requirements. The Foundation agrees to provide Sponsor with annual written reports on the status and effectiveness of the Program.

- 11. Entire Agreement; Amendment. This Agreement, and the exhibits attached hereto and incorporated by reference, constitute the entire agreement between the parties and supersedes all prior writings or oral agreements regarding the Program or the Grant. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the parties.

- 12. Confidential Information. Both parties acknowledge that their employees and agents may be exposed to certain information related to the other party and its activities that may be considered confidential information, including but not limited to financial information, trade secrets, and membership lists. The parties, on behalf of themselves and their respective agents and employees, agree not to use or disclose, or to cause to be used or disclosed, at any time during or after the effective

term of this Agreement, any confidential information of the other party, except as may be authorized under this Agreement or in writing by the other party.

13. Independence. The parties agree that they are independent and that this Agreement is not intended to create any partnership, joint venture, or agency relationship of any kind. Both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement.
14. Indemnification. Sponsor agrees to indemnify and hold harmless the Foundation, its officers, directors, employees, and agents, for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs (including costs associated with any official investigations or inquiries) and other expenses, incurred on account of Sponsor's acts or omissions in connection with the performance of this Agreement or breach of this Agreement or with respect to the manufacture, marketing, sale, or dissemination of any of Sponsor's products or services. The Foundation shall have no liability to Sponsor with respect to its participation in this Agreement or receipt of the Grant, except for intentional or willful acts of the Foundation or its employees or agents. The rights and responsibilities established in this section shall survive indefinitely beyond the term of this Agreement.
15. 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.
16. Assignment. Neither party may assign its rights or responsibilities under this Agreement without the written consent of the other party.
17. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
18. Governing Law. This Agreement shall be governed by the laws of the [state in which headquartered], without regard to the choice of law rules that may otherwise apply.
19. Notices. Unless otherwise specified, notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, express mail, or telefax. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

[Insert Foundation's address]
Attention: Executive Vice President [or Director of Development]

[Insert Sponsor's address/contact]

IN WITNESS WHEREOF, the parties' respective duly authorized representatives have signed this Agreement.

FOUNDATION

SPONSOR

By:

By:

Signature

Signature

Printed Name

Printed Name

Title

Title

Dated: _____, 200__