

**ACC-Chapter Sponsor Agreement**

**Specific Terms**

**Sponsor (“Sponsor”):** [Sponsor]

This ACC – Chapter Sponsor Agreement (“Agreement”) is entered into as of the [Date] day of [Month Year] by and between Association of Corporate Counsel - Chapter (“ACC - Chapter”), having its principal place of business at [Address, City, State, Country, Postal Code], a nonprofit corporation exempt from federal income tax under Internal Revenue Code 501(c)(6), and [Sponsor], a limited liability partnership (LLP), having its principal place of business at [Address, City, State, Country, Postal Code]. (ACC - Chapter and Sponsor individually shall be referenced herein as a “Party” and collectively as the “Parties”).

In consideration of the mutual promises and agreements hereinafter set forth below, and for good and valuable consideration, the delivery of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of General Terms and Definitions:** This Agreement incorporates by reference the following documents:
2. ACC-Chapter Sponsor Agreement: General Terms and Definitions
3. ACC-Chapter Webcast Provisions
4. **Notices:** Notices required hereunder or by law shall be sufficient if delivered to:

**ACC - Chapter:** **Sponsor:**

[Address] [Firm Name]

[City], [State] [Zip Code] [Address]

Tel: [Phone] [City], [State] [Zip Code]

Fax: [Fax] Tel: [Phone]

ATTN: [Name] ATTN: [Name]

[Title] [Title]

1. **Sponsorship Fee:** Sponsor agrees to pay to ACC - Chapter the sponsorship package fee of \_\_\_\_\_\_\_\_\_\_ Dollars ($0.00) (“Sponsorship Fee”) for sponsorship of the resources specified below in “Resource Selections.” The Sponsorship Fee is due and payable to ACC - Chapter within thirty (30) days of the execution of this Agreement.
2. **Term**: This Agreement shall be in effect beginning on the date of execution and will run for a period of one year, terminating one year after the date of execution.
3. **Resource Selections:** Sponsor agrees to prepare the below “Resources,” as defined in the General Terms and Definitions.

|  |  |
| --- | --- |
| **Resource Type** | **Quantity** |
| Webcast | 1 |
| ***Total Package Price*** | ***$0.00*** |

1. Sponsor and ACC - Chapter agree to the following proposed topics and scheduling deadlines. Any modifications to the below (including changes to the proposed topic) must be approved by ACC – Chapter in writing.

|  |  |  |
| --- | --- | --- |
| **Resource Type** | **Proposed Topic** | **Topic Due Date / First Draft Due Date** |
| Sample Forms/Policies | [TBD] | [Date] |
| Webcast | [TBD] | [Date] |

1. **Schedule of Key Deliverables:** In order to meet ACC - Chapter’s goal of providing timely information to ACC members and non-members, and to ensure time for the editorial process and publication, ACC - Chapter requires adherence to the First Draft Due Dates defined above and the schedule for the submission of key deliverables as outlined in the Schedule of Key Deliverables to be developed by an ACC - Chapter representative and the Sponsor subsequent to the entering into of this Agreement. **Any changes to the Schedule of Key Deliverables must be mutually agreed upon by the Parties in writing**. Sample Key Deliverables Schedules are available at <http://www.acc.com/committees/sponsorauthordocs.cfm>.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year set forth below.

|  |  |
| --- | --- |
| **ACC – CHAPTER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Title, Company]  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SPONSOR:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Title, Company]  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**(Attachment A)**

**ACC-CHAPTER SPONSOR AGREEMENT**

**General Terms and Definitions**

**1.** **Resources and Services**

A. Sponsor agrees to provide Resources and Services (“Work”) to ACC and its members, as specified in the Sponsor Agreement, during the Term of this Agreement.

B. The resources (herein referred to as “Resource” or “Resources”) contemplated in the Sponsor Agreement are defined as follows:

* **Webcast** (“Webcast” or “Webcasts”): A facilitated online presentation on a topic of interest to a Committee/practice area or ACC members.
* **Sample Forms/Policies**: Sample contracts, clauses, policies, checklists or other similar, practical reference materials that provide a useful starting point as members develop their own contract or policy.

C. For all of the above listed Resources, additional information, including the Editorial Guidelines, Sample Key Deliverables Schedules, Topic Proposal Forms, and FAQs (e.g., details on how the resource will be promoted/marketed, etc.), can be found at <http://www.acc.com/committees/sponsorauthordocs.cfm> and are incorporated herein by reference.

D. All Resources/materials/services created expressly under this Agreement are governed by this Agreement’s General Terms and Definitions, except where specifically stated otherwise in the relevant Resource’s Provisions document (attached as Attachment B).

E. ACC – Chapter shall be responsible for the following:

1. Providing appropriate attribution to the Sponsor for the Sponsor-created or -contributed resource;

2. Serving as the point of contact for the Sponsor and ACC members (should ACC members become involved in development/review of resource);

3. Overseeing production and development of the resource, including, but not limited to: notifying sponsor of upcoming deadlines, coordinating and communicating feedback from members on the content of a resource, reviewing content internally and providing edits and feedback on the substance; providing editorial review of materials at various stages of resource development; providing overall guidance and direction on development of resource.

**2. Relationship of Parties**

Sponsor enters into this Agreement as, and shall continue to be, an independent contractor. Sponsor shall act in accordance with this status and shall not, nor shall Sponsor’s employees, hold Sponsor or the employee out as an officer or employee of ACC – Chapter, nor shall Sponsor make any claim based on any right or privilege applicable to ACC – Chapter’s employees. Under no circumstances shall Sponsor or Sponsor’s employees or agents look to ACC – Chapteras their employer, or as a partner, agent, or principal. Sponsor shall not incur any liability on behalf of, or commence any legal proceedings in the name of, or on behalf of, or in any way pledge the credit of ACC – Chapter without ACC – Chapter prior written approval.

**3. Copyright Ownership, License, Use and Exploitation**

A. All resources created and/or contributed by Sponsor to ACC – Chapter pursuant to this Agreement expressly for the purpose of ACC – Chapter creating a resource for use in accordance with this Agreement shall be deemed “Sponsor Content”; and each such resource created by ACC – Chapter using Sponsor Content shall be deemed “Final Work”. Sponsor is the exclusive owner of all Sponsor Content.

B. Sponsor grants ACC – Chapter the non-exclusive, non-transferable and irrevocable license to use Sponsor Content for the creation of the Final Work. All Final Work shall be deemed a derivative work of the Sponsor Content and, subject to Sponsor’s underlying rights in the Sponsor Content, shall be owned by ACC – Chapter. Notwithstanding the foregoing, however, (i) unless ACC – Chapter has obtained Sponsor’s prior written consent, the Final Work shall not substantively modify the Sponsor Content as delivered to ACC – Chapter by Sponsor; and (ii) all Final Work shall attribute Sponsor as the author or creator thereof, shall contain all applicable contact information relating to Sponsor and shall not contain the name or contact information of any other person or entity other than ACC – Chapter or a representative of the Sponsor. Without limitation, as part of this license, Sponsor agrees that as Final Work ACC – Chapter may produce audio and video recordings and transcriptions of all or portions of the Sponsor Content, and may copy, rewrite, produce, edit and distribute the Sponsor Content in whole or part in any format now or hereafter existing, including, without limitation, electronic and printed formats, in any part of the world (but ACC – Chapter shall not change the substance or meaning of the Sponsor Content). This license shall not expire, and ACC – Chapter may utilize all or a portion of the Sponsor Content in such manner and format as it desires from time to time so long as Sponsor receives appropriate attribution at all times and no other person or entity other than Sponsor and ACC – Chapter receive any recognition in connection with the same.

C. Sponsor represents and warrants that it is either the author or owner of all rights to the Sponsor Content, and that the Sponsor Content does not infringe on the rights of others, and that Sponsor has full power and authority to submit the content and to grant this license to ACC – Chapter. Sponsor agrees to indemnify and hold ACC – Chapter harmless against any claims by other parties alleging that your granting of this license in any way infringes such parties' rights to any or all of the Content.

D. Neither Sponsor nor ACC – Chapter shall have an obligation to account to the other party for a share of profits, royalties, or any other form of compensation or economic benefit derived from the party’s respective use, sale, licensing or other exploitation of the materials provided or created under this Agreement.

1. Sponsor shall not distribute the Final Work without ACC – Chapter’s prior written consent; however, this Agreement shall not prohibit Sponsor from occasional distribution of the Final Work to existing or potential clients as appropriate, with the following language included:

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*All Rights Reserved.* [*www.acc.com*](http://www.acc.com)

1. Sponsor may also include a hyperlink from Sponsor’s website to the Final Work that is published on ACC – Chapter’s website, subject to any password-restricted limitations (Sponsor should ask ACC – Chapter for the appropriate URL).
2. ACC – Chapter will give attribution to Final Work and Sponsor Content where appropriate.

**4. Indemnification**

A. Sponsor agrees that it shall indemnify and hold harmless ACC – Chapter, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the written materials or their respective contents infringe any intellectual property rights or other rights of any third party.

**5. Renewal/ Termination**

A. ACC – Chapter reserves the right to not renew this Agreement for any reason.

B. In the event of an early termination of this Agreement, Sponsor will provide to ACC – Chapter (within one week of the date of termination) all materials developed for the creation of a resource(s) pursuant to this Agreement, including any and all drafts of the Final Work and any relevant documents/materials used toward development of the Final Work. Subject to the copyright provisions of section 3 of this Agreement, all materials that Sponsor furnishes to ACC – Chapter at such time will be deemed “Final Work” and will thereafter be owned exclusively by ACC – Chapter.

C. Upon termination of this Agreement, Sponsor will cease all use of the ACC logo, ACC – Chapter logo, ACC – Chapter branding, and ACC branding.

**6. Dispute Resolution**

Any disputes arising out of this Agreement or the provision of services under this Agreement shall be resolved by binding arbitration under the laws of the [jurisdiction], to take place in the [jurisdiction] by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The award shall be enforceable in any court having jurisdiction thereof.

**7. Assignment**

Sponsor acknowledges that Sponsor has been retained based upon Sponsor’s particular expertise and that absent the written approval of ACC – Chapter, Sponsor may not assign or subcontract any portion of this Agreement to a third party.

**8. Waiver, Amendment or Modification**

Any waiver, amendment or modification of any provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the parties. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof in the future.

**9.** **Governing Law; Severability**

The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the [jurisdiction]. If any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

**10. Absence of Endorsement; Use of Logo**

A. The provisions of this Agreement shall in no way be construed as an understanding that ACC – Chapter or ACC members shall recommend Sponsor and its services to members.

B. This Agreement in no way transfers any ownership of the ACC – Chapter logo or ACC logo to Sponsor. Except as provided for under this Agreement, Sponsor is prohibited from using ACC’s logo or ACC – Chapter’s logo without express written permission from ACC – Chapter.

**11. Entire Agreement**

This Agreement and its incorporated provisions constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.

(Attachment B)

**ACC-Chapter Webcast Provisions**

An ACC Desktop Learning Webcast (“Webcast” or “Webcasts”) is a [65-minute] audio presentation that is broadcast over the Internet and contains practical information useful to ACC members and non-members in performance of their professional responsibilities. Webcasts and supporting materials are not intended as a means for providing legal advice, but serve as points of reference to facilitate ACC members and non-members’ handling of legal issues for their clients.

Sponsor and ACC – Chapter agree to work together to create and provide Webcasts of interest to the relevant Committee and/or ACC members, consistent with the terms and conditions set forth in this Agreement and with the following procedures and guidelines. If Sponsor does not meet the requirements of these provisions, ACC – Chapter may cancel a Webcast, delay its presentation, and/or require additional editing of the Webcast materials by the Sponsor. If a Webcast cannot be scheduled within the Term of this Agreement, the right to present such Webcast shall be forfeited.

**1. Sponsor shall be responsible for the following:**

A. Submitting a Proposal and Outline for a Webcast.

B. Developing the [65-minute] Webcast presentation (after ACC – Chapter approves the Proposal), which includes obtaining 1 to 3 speakers, appointing a single moderator, and developing PowerPoint slides and other relevant written materials according to the ACC – Chapter Webcast Schedule. The Schedule is to be developed by an ACC – Chapter representative in coordination with the sponsor subsequent to the entering into of this agreement and is incorporated herein by reference. **At least one person on the panel (moderator or presenter) must be in-house counsel.**

C. Causing all panelists to attend a one-hour logistical training session prior to each Webcast.

D. Using the template for the written Webcast materials, including the Power Point presentation, as provided by ACC – Chapter.

E. Securing required permissions, if any, as otherwise provided under the Copyright provisions of the ACC – Chapter Sponsor Agreement General Terms and Definitions, to enable ACC – Chapter to publish the Webcast materials in hard copy and online for the benefit of ACC members and non-members and such other third parties as ACC – Chapter may grant access.

1. **Rescheduling Webcast:** If, for reasons other than *force majeure*, as defined below, Sponsor reschedules, or misses Key Deliverables that causes the Webcast to be rescheduled, less than two weeks prior to the Webcast delivery date, Sponsor agrees to pay ACC – Chapter the amount of **$500.00** to offset ACC – Chapter and platform host costs associated with rescheduling the webcast, notifying registrants, and promoting the new webcast date.
2. For all of the above listed Resources, additional information, including the Sample Outline, Proposal Form, Sample Schedule of Key Deliverables, and Sample Webcast, can be found at <http://www.acc.com/committees/sponsorauthordocs.cfm#webcasts> and are incorporated herein by reference.

**2. ACC – Chapter shall be responsible for the following:**

A. Reviewing and approving or disapproving a Webcast proposal of interest to the Committee under the following criteria: (1) its educational value; (2) its timeliness; (3) conflict, overlap, relevance to, and/or duplication with any other existing or proposed ACC – Chapter projects; (4) whether the primary purpose of the proposed topic is to promote the Sponsor’s products or services (in which case the proposal is likely to be rejected); and (5) its topic is of interest to the Committee. ACC – Chapter shall have final say and approval of the topic of each Webcast and shall have the sole discretion to accept or reject a Webcast if it is not produced in a timely fashion, is not consistent with the initial proposal, or is not of sufficient quality.

B. Scheduling the Webcast on a on a first-come, first-served basis, provided, however, that in the event of a scheduling conflict, ACC – Chapter may grant priority to Webcasts presented by an ACC committee, a Committee Sponsor, an Alliance Partner, or an advertiser. ACC – Chapter may decide not to schedule any Webcasts in October, due to Annual Meeting activities, nor in other times of historically low participation levels, such as holidays.

C. Providing support and the technology for a [65-minute] Webcast, provided, however, that with the prior approval of ACC – Chapter and the payment of any additional associated costs by the Sponsor, a Webcast may exceed [65 minutes].

D. Providing Sponsor with templates for written Webcast materials.

E. Posting Webcast materials, including biographies of the panelists, on the ACC’s Webcast webpage at [http://Webcasts.acc.com](http://Webcast(s)s.acc.com), provided, however, that ACC – Chapter may not be able to post these material in a timely fashion if they are not delivered by the Sponsor to ACC – Chapter in accordance with the Key Deliverables due dates. Agreed upon by an ACC – Chapter Representative and the Sponsor.

F. Promoting the Webcast as an ACC – Chapter product, as ACC – Chapter deems appropriate. Marketing opportunities of Webcasts is dependent upon the submission by Sponsor of the completed Webcast Proposal and Outline.

G. Recording the Webcast and making it available on the ACC – Chapter website for one (1) year from the date of the original presentation.

H. Identifying Sponsor on the registration site for the Webcast, and the cover slide for the Webcast, with a list of presenters on the subsequent slide for the Webcast.

I. Providing the Sponsor with a link for access to the original and archived presentation of the Webcast within two weeks following the Webcast, which may be posted on Sponsor’s website.

**3. Force Majeure:**

Except for payment obligations, a *force majeure* event will, upon notice, excuse both Parties’ performance during the event. *Force majeure* means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming *force majeure* including but not limited to: acts of God and sudden illness of a speaker or moderator, where Sponsor is unable to substitute the participant with another participant.