



## ACC Network Sponsor Agreement

ACC Network	Employment & Labor Law
Sponsor	Jackson Lewis PC 666 Third Ave New York, NY 10017
Term	One year from Commencement Date ("Term")
Sponsorship Fee	\$22,000 payable within 30 days of execution of this Agreement

This ACC Network Sponsor Agreement ("**Agreement**"), effective as of 1 January 2020 ("**Commencement Date**"), is entered into as of the 4/5/2020 by and between the Sponsor set forth above and the Association of Corporate Counsel ("**ACC**"), a District of Columbia not for profit corporation exempt from federal income tax under Internal Revenue Code 501(c)(6) having its principal place of business at 1001 G St. NW, Suite 300W, Washington, D.C., 20001. (each a "**Party**" and collectively the "**Parties**").

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

1. **Definitions.** The capitalized terms listed below shall have the meaning defined below:
  - a. **ACC Guide (formerly known as "InfoPAK"):** an ACC-branded in-depth white paper on a topic of interest to the Network;
  - b. **Webcast:** ACC facilitated webcasts on a topic of interest to the Network;
  - c. **ACC Quick Overview (formerly known as "QuickCounsel"):** an ACC-branded article on a topic of interest to the Network, as determined by the Network.
  - d. **ACC Top Ten:** an ACC-branded article on a topic of interest to the Network, as determined by the Network.
  - e. **Legal Quick Hit:** 15-40 minute presentations (plus 10-15 minutes of questions and answers) overviews of a legal issue, case, trend or other matter on monthly Network conference calls, subject to Network approval.
  - f. **Sample Forms: Sample forms, agreements and/or policies** on subjects relevant to the Network's practice area to the ACC's library for placement on its website. Sample Forms may bear the logo of the Sponsor on the front page; however, the Forms and logo must comply with the template as provided by ACC and must include a brief description of the Sample Form's content.
  - g. **Resource(s):** any of the resources listed at clauses a through f above that Sponsor develops for ACC under this Agreement (i.e., sponsored Resources). For avoidance

of doubt, Non-sponsored Resources (as defined below), are not deemed Resources under this Agreement.

- h. **Non-sponsored Resource(s)**: proprietary contents of Sponsor that are not sponsored Resources. Non-sponsored Resources include, without limitation, articles that Sponsor has published on its website and that Sponsor would like ACC to republish on the ACC website.
  - i. **Schedule(s) of Key Deliverables**: the deliverables production schedule(s) agreed between Sponsor and ACC prior to, on or after the Commencement Date, for the production, delivery and publication (or broadcasting) of one or several Resources.
2. Sponsor agrees to be the featured sponsor for the Network during the Term of this Agreement. Sponsor has no right to any exclusivity under this Agreement. This is a non-exclusive agreement that does not prohibit ACC or the Network from seeking services from any other law firms and/or legal vendors, including the underwriting of ACC or Network activities. Sponsor may be offered the opportunity to sponsor any Network related projects and Sponsor will be offered the right of first refusal.;
  3. Attachments A, B, and C are hereby incorporated by reference, as attached and as may from time to time be updated or supplemented by ACC. All dollar amounts mentioned in the Agreement are in US dollars.
  4. **Sponsor Endorsement**: ACC authorizes Sponsor to use the following description when referring to the network sponsorship during the Term, ***“Jackson Lewis PC is the 2020 Sponsor of the Employment & Labor Network.”***
  5. **Sponsor Obligations**:
    - a. **Sponsorship Fee**: Within 30 calendar days following execution of this Agreement, Sponsor shall pay the annual Sponsorship Fee listed on the first page of this Agreement. Subsequently, within 30 calendar days following the start of each renewal term (if any), Sponsor shall pay a new sponsorship fee in the same amount. If ACC wishes to increase the sponsorship fee for any renewal term, (i) ACC will inform Sponsor in writing (via email or other written medium) of the increase, at least 45 calendar days before the start of the term to which ACC intends the fee increase to apply, and (ii) unless Sponsor notifies to ACC Sponsor’s decision not to renew the Agreement per the provisions of section 7 (titled “Automatic Renewal and Termination”) of this Agreement, the fee increase will be deemed mutually agreed and will apply.
    - b. **Resources**: During each annual term, Sponsor shall, in a timely manner (in accordance with the dates listed below) make available to ACC the following Resources (which will thus be deemed sponsored Resources), with respect to delivery of which Sponsor agrees that time is of the essence and that any change to the delivery date is subject to prior written approval by ACC:

Written Resource Type / Quantity	Topic Due Date / First Draft Due Date
<ul style="list-style-type: none"> <li>• <u>1 Top Ten</u></li> </ul>	July 31, 2020 / August 14, 2020

• <u>1 Quick Overview</u>	July 31, 2020 / August 14, 2020
• <u>10 Sample Forms &amp; Policies</u>	To be determined by network leaders and sponsor
<b>Broadcast Resource Type / Quantity</b>	<b>Broadcast Date</b>
• 2 Webcasts	1 <sup>st</sup> before June 30, 2020 2 <sup>nd</sup> before December 20, 2020
• 3 Legal Quick Hits	To be determined by Network leaders

- c. **Quality:** In order to enhance the quality of the Resources that Sponsor develops for ACC, Sponsor shall pay particular attention and comply with the **Key Quality Questions and Tips for ACC Resources Providers** attached at Exhibit D. Sponsor shall ensure that the Resources it provides are practical and relevant for in-house counsel. Sponsor shall comply with the timelines, editorial and quality guidelines that ACC may communicate and/or update from time to time, including, without limitation, those set forth in the Exhibits attached to this Agreement. Topic selection, promotion, resource finalization, and publication for the above Resources are subject to ACC's review and approval. ACC has the right to edit, without limitation, any of the Resources.
- d. **Production Schedule:** Sponsor shall comply with the deadlines and milestone requirements as specified in the Agreement, and as may be revised or supplemented in the Schedule of Key Deliverables (except that ACC may, at its sole discretion, grant deviations from the agreed-upon deadlines and deliverables requirements, following a written request of the Sponsor). Attachments to the Agreement include additional terms regarding the production schedule.
- e. **Resource removal, cancellation, delays and interruptions:** ACC may require additional editing from the Sponsor, or delay or cancel publication of Resources if Sponsor fails to comply with the requirements herein, and/or the resources is not produced in accordance with deadlines, is not consistent with the initial proposal, or is not of sufficient quality. Resources that are delayed may be subject to limited promotion at ACC's discretion. ACC may cancel (remove from ACC's website) Resources, for good cause (e.g., without limitation, member complaint, or breach by Sponsor of an obligation under the Agreement) (without prejudice to ACC's other rights to remove a Resource from publication under this Agreement). ACC will not be liable for interruption(s) of publication arising from technical issues.
- f. **Update requirements:** After publication of each Resource, Sponsor shall review and update the Resource as needed to keep it as current as possible. Update requirements and time periods are set forth in the Exhibits attached to this Agreement. Sponsor understands that failure to update a Resource increases the likelihood that ACC will exercise its right to unpublish the Resource and/or to remove Sponsor's logo, byline (including references to the author(s) and Sponsor), hyperlinks and other references and seek an alternative sponsor or author to update the content of the Resource.

- g. **Annual Meeting:** During each annual term, Sponsor shall purchase a *Blue Level* sponsorship at ACC's Annual Meeting, subject to terms and conditions as set forth by ACC. Sponsor acknowledges that this Agreement is conditioned upon the purchase of the *Blue Level* sponsorship and that failure to do so may result in the immediate termination of this Agreement at ACC's sole discretion, without liability to ACC.

Sponsor Initial: ML

- h. Sponsor shall make available on its own website a functioning link to the ACC Network website in a prominent and appropriate place. Sponsor will add the following to its website: ACC (Logo) Employment and Labor Law Network Sponsor.
- i. Sponsor shall provide to ACC promotional text, not more than 500 words, within 30 days of execution of this Agreement for use by ACC in an email to all network members.
- j. Sponsor shall adhere to all resource and online education guidelines provided by ACC and updated from time to time.

**6. Additional Resources.**

A. Sponsor will also have the option to provide the following additional sponsored Resource ("**Resource Options**") by notifying ACC by April 16<sup>th</sup> during the Term.

Written Resource Type	First Draft Due Date
1 ACC Guide	To Be Determined

OR

Broadcast Resource Type	Broadcast Date
1 Additional Webcast	TBD

**B. Non-sponsored Resources:**

- a) In addition, Sponsor may provide Non-sponsored Resources to ACC for publication on the ACC website (for example, without limitation, in ACC's online resource library)..
- b) ACC may, at its sole discretion, decline or accept to publish, and may subsequently cease publication of, such Non-sponsored Resources on its website. Sponsor has no right to any promotion by ACC of Non-sponsored Resources.

- 7. Automatic Renewal and Termination:** This Agreement will automatically renew each year, for successive one-year terms, unless either Party notifies the other of its intention to terminate no less than 60 business days prior to the end of the then-current term. After the initial Term, ACC may increase the Sponsorship Fee for any subsequent Term(s).

## 8. Member Engagement and Additional Opportunities

A. Sponsor shall have the following opportunities to engage Network members at the Parties' mutual discretion as follows:

1. **ACC Annual Meeting Network Networking Event:** Host a networking event for the Network members at the ACC Annual Meeting. If Sponsor does hold such a social event, Sponsor shall provide invitations to ACC staff no later than August 15 of the Term Year for electronic distribution to members. Invitations must contain the ACC logo provided by ACC to Sponsor reflecting the sponsorship of the Network. ACC reserves the right to approve invitations. *Events can take place at dates and times subject to the guidelines of the ACC Marketing Department;* ACC shall not permit competing Sponsors and/or other firms to hold an event specifically targeted to the Network on the same night as the Sponsor (Jackson Lewis) holds its signature event for the Network pursuant to this Section 8(A)(1).
2. **ACC Annual Meeting Panel Speakers:** Per Sponsor's commitment to purchase a booth at the ACC's Annual Meeting, Sponsor has the opportunity, subject to ACC's discretion, to provide two (2) speakers with relevant subject matter expertise to speak on programs developed by the Network at the Annual Meeting provided the Sponsor meets all program and speaker submission deadlines and requirements. This provision does not limit Sponsor's ability to have additional speakers if selected as Gold Level Sponsor of the Annual Meeting, subject to the guidelines of the ACC Marketing Department.
3. **Additional ACC Guides:** Sponsor may purchase the sponsorship of additional ACC Guides under this Agreement at the discounted rate of \$4,000.00 per ACC Guide for new topics, and \$2,000.00 per ACC Guide for renewals of existing ACC Guides, subject to ACC's prior written approval of the additional ACC Guide sponsorship.
4. **Additional Webcasts:** Sponsor may purchase additional Webcasts at the discounted rate of \$4,000.00.

B. ACC shall be responsible for the following:

1. Within the first month of Sponsorship, ACC will send out to all network members an email announcing their appreciation for the network sponsorship and will include promotional text provided by Sponsor.
2. Creating a link to the Sponsor's website from the Network's website;
3. Providing appropriate attribution to the Sponsor for any Sponsor-created or -contributed Resource;
4. Serving as the point of contact between the Network, its members, and the Sponsor. Any communications that Sponsor wishes to be sent to whole or part of the Network (or any other segment of the ACC membership)\_ must be forwarded to ACC first, will be subject to ACC's express approval, and will be sent by ACC (Sponsor may not send communications directly to ACC members unless expressly authorized in writing by ACC to do so);
5. Posting information provided by Sponsor on the Network's website or Forum within five business days of receipt, subject to ACC's and the Network's approval;

- Provide Sponsor designees with copies of all Network/Sponsor event-related marketing communications to its members;
6. Transmitting invitations for any dinner or networking event held by the Sponsor at the Annual Meeting to each ACC member who has identified him/herself as a Network member and who has registered to attend the Annual Meeting;
  7. Distributing the email invitation to Network members in mid to late September, but no later than two (2) weeks prior to the Annual Meeting. If the invitation is not provided to ACC in PDF format by August 15 of the Term Year, ACC may not be able to make this distribution in a timely fashion. All invitations must bear the ACC logo, which will be provided by ACC to the Sponsor for this purpose only;
  8. Considering Sponsor for “Network Sponsor of the Year” Award, if (i) Sponsor is nominated by its Network and (ii) Sponsor has met or is making reasonable progress to meet the requirements of this Agreement. Award recipients are chosen by the Services Network of the Board of Directors of ACC. The period of consideration for the awards will be June 1<sup>st</sup> through May 31<sup>st</sup>. Award criteria are posted on ACC’s webpage at <https://www.acc.com/network-awards>

- A. Sponsor shall liaise and collaborate with ACC regarding all of Sponsor’s communications pertaining to ACC, and shall abide by ACC’s requests regarding these communications.

## 9. 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, nor shall Sponsor make any claim based on any right or privilege applicable to ACC’s employees. Under no circumstances shall Sponsor or Sponsor’s employees or agents look to ACC as 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 without ACC prior written approval.

## 10. Copyright Ownership, License, Use and Exploitation

- A. All materials and/or content created and/or contributed by Sponsor for creating a Resource for ACC under this Agreement shall be deemed “**Sponsor Content.**” “**Final Work**” is the Resource (including, without limitation, the Sponsor Content as affixed on an ACC template), such as, but not limited to, ACC QuickCounsels/Quick Overviews, ACC Top Tens, ACC InfoPAKs/Guides, or ACC Webcasts. ACC owns all rights and interest in the Final Work in perpetuity, without prejudice to the license provided in Section 10 subsection B.
- B. Sponsor grants ACC and its assigns and successors the non-exclusive, sublicensable, and irrevocable, royalty-free, unlimited license to use Sponsor Content. Without limitation, as part of this license, Sponsor agrees that ACC and its agents may produce audio and video recordings and transcriptions of all or portions of the Sponsor Content, and may, without additional consideration, use, create derivative works from, 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. This license shall not expire (i.e., it will survive expiration, termination or cancellation of this Agreement), and ACC may utilize all or a portion of the Sponsor Content in such manner and format as it desires from time to time.

- C. Sponsor hereby grants to ACC and its assigns and successors a non-exclusive, irrevocable, royalty-free license to the copyright pertaining to the Non-sponsored Resources, including (i) the right to upload the Non-sponsored Resources to ACC's online resource database, to publish them on ACC webpages (such as ACC's online library), and to display, use and distribute the articles in electronic and/or hard-copy format, and (ii) the right to sublicense the Non-sponsored Resources and to allow ACC members to use and distribute these articles within their respective organizations.
- D. Sponsor represents and warrants that (i) Sponsor is either the sole author or owner of all rights to the Sponsor Content and to the Non-sponsored Resources, (ii) none of the Sponsor Content or of the Non-sponsored Resources infringes on the rights of others or is in the public domain, (iii) Sponsor has full power, authority and right to submit the content and to grant the licenses set forth in this Agreement to ACC, (iv) to Sponsor's knowledge, no third party has infringed or threatened to infringe upon any rights pertaining to any Sponsor Content or to any Non-Sponsored Resource, and (v) no third party has alleged any infringement of any right(s) pertaining to any of the Sponsor Content or to any of the Non-sponsored Resources.
- E. Sponsor shall indemnify, hold harmless, and, at ACC's election, defend (with counsel agreed upon by ACC), ACC and ACC's successors, assigns and licensees, owners, chapters and affiliates, and their respective officers, directors, agents and employees, against any and all claims by any third party(ies) alleging that Sponsor's granting of any of the licenses set forth in this Agreement in any way infringes any intellectual property rights or other rights of any natural or legal person.
- F. Neither Sponsor nor ACC 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.
- G. Sponsor shall not use or distribute the Final Work without ACC's prior written consent; however, this Agreement shall not prohibit Sponsor from occasional distribution of the Final Work as a single resource to existing or potential clients as appropriate, with the following language included:

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- H. Sponsor may also include a hyperlink from Sponsor's website to the Final Work that is published on ACC's website, subject to any password-restricted limitations (Sponsor should ask ACC for the appropriate URL). For the avoidance of doubt, Sponsor is prohibited from publishing the Final Work on Sponsor's or any third-party's website or on any other medium.

- I. Sponsor shall not license or assign any copyright to the Sponsor Content provided by Sponsor for creation of the Final Work to any competitor of ACC, including, without limitation, Practicing Law Institute, the Corporate Legal Operations Consortium, the American Bar Association or other bar associations. Sponsor shall provide all assistance reasonably requested by ACC, whether during or after the effective period of the Agreement, in the establishment, preservation and enforcement of ACC's rights in the Resources.
- J. Sponsor hereby waives any and all moral rights relating to the Final Work or to the Resources, including, but not limited to, any and all rights of identification or authorship and any and all rights of approval, restriction or limitation on publication or use or on subsequent modifications.

## **11. Indemnification**

Sponsor shall indemnify and hold harmless and, at ACC's election, defend (with counsel agreed upon by ACC), ACC, and ACC's successors, assigns and licensees, owners, chapters and affiliates, and their respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), governmental charges, fines and penalties, arising out of or in any way connected with (i) any claim that any of the Sponsor Content, Resources or any of the Non-sponsored Resources, or their respective contents, infringe any intellectual property rights or other rights of anyone, or (ii) any breach by Sponsor (or by any employee, agent or contractor of Sponsor) of an obligation or duty of care (whether based on contract, torts, law, regulation, international treaty, or any mandatory rule from a US or non-US, federal, state, or local government or regulatory body), including, without limitation, any negligence, gross negligence or willful misconduct by Sponsor or by any employee, agent or contractor or agent of Sponsor.

## **12. Confidentiality**

- (a) The existence of the Agreement is not confidential, nor are Sponsor's rights or obligations, except for Sponsor's payment obligations and, if ACC has waived fees, such waiver.
- (b) In connection with the performance of the Agreement, ACC may make available to Sponsor (or Sponsor may be provided with) confidential information such as, without limitation, non-publicly available information pertaining to ACC's operations, know-how, membership, or strategic plans, and/or to personal information (i.e., information pertaining to an individual and that can be connected to the individual, such as, without limitation ACC members' names, titles, organizations, email addresses – collectively, "Personal Information") (collectively, "Confidential Information").
- (c) Sponsor covenants, warrants, represents that (i) Sponsor will preserve and protect the confidentiality of all Confidential Information, (ii) Sponsor will not, without prior written authorization by ACC, disclose any Confidential Information to any third party, nor permit access to Confidential Information by any third party, and (iii) Sponsor will not use the Confidential Information in any other manner or for any other purposes than the manner and purpose expressly authorized in writing by ACC. In the event Sponsor becomes aware of or suspects an unauthorized disclosure of or access to Confidential Information in Sponsor's possession, Sponsor shall immediately notify ACC in writing (including all relevant details



regarding the incident), and shall fully cooperate with ACC for the analysis, response and remediation by ACC of and to the incident, and shall bear the cost of the remedial measures, including, without limitation, the cost of notifications to authorities and/or individuals.

- (d) Notwithstanding the foregoing, each party may disclose such confidential information as required by law, regulation or court order. If Sponsor is thus required to disclose the confidential information, Sponsor shall, to the extent permitted by law, notify ACC in writing prior to disclosing the confidential information, and shall provide ACC with the opportunity to intervene and seek protective measures.

### **13. 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 District of Columbia, to take place in the District of Columbia 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.

### **14. Assignment**

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

### **15. 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 present or future.

### **16. 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 District of Columbia, excluding that jurisdiction's conflict of law rules. 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.

### **17. Absence of Endorsement; Use of Logo**

- A. The provisions of this Agreement shall in no way be construed as an understanding that ACC or the Network shall recommend Sponsor and its services to Network members. Sponsor may not advertise its sponsorship of the Network in any manner that could be construed as the Network or ACC's endorsement of Sponsor's services. Upon termination of this Agreement, Sponsor will immediately cease all use of the ACC logo.

- B. This Agreement in no way transfers any ownership of the ACC logo to Sponsor. Except as provided for under this Agreement, Sponsor is prohibited from using ACC's logo without express written permission from ACC.
- C. Sponsor shall provide its logo to ACC, in the format requested by ACC, for publication by ACC. Sponsor hereby grants to ACC the license to publish, display, use and sublicense Sponsor's logo in connection with the Resources or the Non-sponsored Resources (including, without limitation, as part of the Resources or of the Non-sponsored Resources, or in connection with the production, publication and/or promotion of the Resources or of the Non-Sponsored Resources), and to hyperlink Sponsor's name or logo to Sponsor's website as deemed appropriate by ACC.
- D. ACC shall provide Sponsor with an appropriate logo that may be used to reflect its sponsorship of the Network.

**18. Notices:** Notices required hereunder or by law shall be sufficient if delivered by courier or US mail, postage prepaid with proof of receipt to the addresses set forth above (or to any other address the parties may from time to time designate):

<b>If to ACC</b>	<b>If to Sponsor</b>
Association of Corporate Counsel 1001 G Street, N.W., Suite 300W Washington, D.C. 20001 United States of America Tel: 202-293-4103 ATTN: Office of the General Counsel with a copy via email to: legalnotices@acc.com	Jackson Lewis PC 666 Third Ave New York, NY 10017 United States of America Tel: 212-545-6068 ATTN: Mariana Loose with a copy via email to: Mariana.Loose@Jacksonlewis.com

### **19. No Consequential Damages**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT (i) FOR SPONSOR'S INDEMNIFICATION OBLIGATIONS AND (ii) FOR ANY VIOLATIONS BY SPONSOR OF ITS OBLIGATIONS, REPRESENTATIONS OR WARRANTIES PERTAINING TO CONFIDENTIALITY, PRIVACY, OR INTELLECTUAL PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.**

### **20. No Disparagement; Non-Partisanship**

A. Sponsor shall not, and warrants it will not, make any statement or representation, take any action or engage in any communication or conduct that would, or is reasonably likely to, damage ACC's reputation or could reflect negatively on ACC, such as, without limitation, by posting, sharing, distributing or broadcasting content or making statements that are defamatory, unlawful, non-professional, obscene or offensive, or that, at any time during the term of the Agreement or

thereafter, directly or indirectly disparage whole or any segment of the in-house counsel profession or ACC or ACC’s subsidiaries, chapters or other affiliates, or any of their respective officers, directors, employees or members (collectively, the “ACC Entities” or, each individually, an “ACC Entity”), or that associates an ACC Entity with a political or religious movement, party, message or position, or that conveys misrepresentations regarding ACC, ACC’s mission, membership or activities, or that may cause embarrassment to any ACC Entity.

B. Any violation of clause A above by Sponsor shall constitute a material breach of the Agreement, and any and all resulting harm to reputation, person or property shall be deemed direct damages, for which Sponsor shall be liable. Sponsor also understands that ACC does not provide legal advice. Nothing in this clause 20 shall be construed as precluding either Party from making truthful statements or disclosures that are required by applicable law, regulation, or legal process.

**21. Survival**

Upon expiration, cancellation or termination of the Agreement for any reason, the provisions of the Agreement which by their wording or nature should survive expiration, cancellation or other termination of the Agreement shall survive such expiration, cancellation or other termination. Surviving provisions of the Agreement include, without limitation, provisions regarding warranty, indemnification, confidentiality, non-infringement, intellectual property rights granted by Sponsor to ACC regarding Sponsor Content and Non-sponsored Resources (and related rights regarding ACC’s use of Sponsor’s logo), and, to the extent payment obligations have accrued by the date of termination, payment of sponsorship fees.

**22. Entire Agreement**

This Agreement and its incorporated provisions constitutes the entire agreement between the Parties in connection with its subject matter It 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 connection with the subject matter hereof except as specifically set forth or referred to herein.

**23. Counterparts and Electronic Delivery**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery and/or execution of this Agreement by e-mail, Docusign or other functionally equivalent electronic means of transmission constitutes valid and effective delivery and/or execution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Commencement Date set forth above.

<b>ASSOCIATION OF CORPORATE COUNSEL</b>	<b>JACKSON LEWIS PC</b>

DS  
RS

<p>DocuSigned by: <i>Tori Payne</i> 6B83F3ADC3684D8... By: <b>Tori Payne</b> Vice President and Chief Membership Officer 4/3/2020 Date:</p>	<p>DocuSigned by: <i>Mariana Loose</i> 6221FDB22CE449C... By: <b>Mariana Loose</b> Chief Marketing Officer Date:</p>
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**(Attachment A)**  
**ACC Guide Provisions**

An ACC Guide contains informative and practical materials useful to members and non-members in performance of their professional responsibilities. ACC Guides serve as points of reference to facilitate ACC members and non-members' handling of legal issues for their clients. ACC Guides may include articles, checklists, sample forms and policies, original works, contacts for information, bibliographies, and other materials ACC and Sponsor determine to be appropriate for the topic. In the event that Sponsor and ACC agree to work together to create and provide an ACC Guide, it must be created consistent with the terms and conditions set forth in this Agreement and the following procedures and guidelines.

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

- A. Submitting a topic proposal for an ACC Guide, using the ACC Guide Proposal Form to be communicated by ACC as may be updated by ACC from time to time. The topic of the ACC Guide must be of interest to the relevant Network.
- B. Submitting an outline of the ACC Guide, which ACC will review and then submit to Network members for their review/feedback, as appropriate. This outline should be in the form of an ACC Guide's Table of Contents, and should include intended headings and subheadings of the ACC Guide, along with a brief description/summary of each major section. The outline must be a minimum of 2 pages in length and should reflect, as closely as possible, the proposed content and organization of the actual ACC Guide draft.
- C. Preparing the contents of the ACC Guide in accordance with ACC's Editorial Guidelines for ACC Guides. This includes obtaining all materials included in the ACC Guide in digital form and securing required permissions, if any, as otherwise provided under this Agreement.
- D. Developing and delivering the ACC Guide (and the related deliverables) to ACC in compliance with the applicable deadlines and milestone requirements as specified in the Agreement, and as these requirements may be revised or supplemented in the Schedule of Key Deliverables between Sponsor and ACC regarding the ACC Guide.
- E. Reviewing and updating the ACC Guide with any new provisions, changes to regulations, or other pertinent information, in an effort to keep the ACC Guide as current as possible. Reviewing and updating may be done as necessary, **but in any event Sponsor shall submit the update to ACC no later than the earlier of (i) 24 months (2 years) after the initial date of publication planned in the Schedule of Key Deliverables or after the actual date of publication (whichever comes first) or (ii) before expiration or termination of this Agreement.** If Sponsor declines or fails to provide ACC with updated content within the allowed update period mentioned above, ACC retains the right to remove Sponsor's logo, byline, hyperlinks and other references upon the termination of this Agreement and seek an alternative sponsor or author to update the content. Any update by Sponsor after the allowed 24 months update period shall be subject to the renewal fee described in this Agreement.

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

- A. Evaluating ACC Guide topics under the following criteria: (1) its educational value; (2) its timeliness; (3) its conflict, overlap, relevance to, and/or duplication with any other existing or proposed ACC 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); (5) the topic's interest to the Network. ACC shall have final say and approval of the topic of such ACC Guide prior to the Sponsor initiating the development of the product.
- B. Working with the Sponsor to come to an agreement about the scope and length of the proposed ACC Guide.
- C. Using reasonable efforts to promote the Sponsor's finalized and published ACC Guide as an ACC product. This may include:
  - 1. Notice of its initial publication on ACC's homepage or other areas of ACC website as appropriate, including relevant Network homepages;
  - 2. Notice of its initial publication in the *ACC Docket*;
  - 3. Notice of its initial publication through announcements on applicable Network Forums;
  - 4. Placement in ACC's Legal Resources online collection, which is searchable for members and non-members at [www.acc.com](http://www.acc.com);
  - 5. Promoting ACC Guide to members, where appropriate, in response to requests for information, as substantive legal materials for ACC's Educational Programs, and in the *ACC Docket*.
  - 6. Providing notice and promotion of the ACC Guide at the ACC Annual Meeting (contingent upon Sponsor meeting all deadlines communicated by ACC).
- D. Assuring that the Sponsor is identified in the ACC Guide itself, with sponsor attribution as follows:
  - 1. Sponsor's name and/or Logo will be placed on the cover page of the ACC Guide, immediately below the ACC Guide's title (*Sponsored by: Firm/Co Name*);
  - 2. Sponsor's name will appear on the ACC Guide Title Page (the inside cover of the ACC Guide) in bold font, and will include a reference that additional information on the sponsor is available on the sponsor's website (Sponsor's url included) or in the "About the Author" section of the ACC Guide;
  - 3. "About the Author" Section: 1 full page (one side only) that is solely for Sponsor's use to identify itself (firm, company, etc.) and any contributing authors of the ACC Guide; Sponsor may include text, such as general areas of expertise of the sponsor and/or specific bios for the contributing authors, as well as contact information for any of the above mentioned. Sponsor may also include photos of contributing authors, if all information about the Sponsor/contributing authors is contained within 1 single-sided page.
- E. Making the ACC Guide available on the ACC website until at least two years from the start of the sponsorship term to which the ACC Guide relates (that commitment by ACC is subject to the cumulative conditions that (i) publication of the ACC Guide on the ACC website occurs before the end of that term and that (ii) Sponsor complies with the Agreement).

### **3. Schedule of Key Deliverables and Promotion of ACC Guide**

- A. IN ORDER TO MEET ACC'S GOAL OF PROVIDING TIMELY INFORMATION TO ITS MEMBERS, AND TO ENSURE TIME FOR THE EDITORIAL PROCESS AND PUBLICATION, ACC REQUIRES ADHERENCE TO A SCHEDULE FOR THE SUBMISSION OF KEY DELIVERABLES AGREED TO BETWEEN SPONSOR AND ACC IN WRITING. These Key Deliverables may include, without limitation, submission of an outline, first draft, and a final draft.
- B. An ACC representative will develop the Schedule of Key Deliverables in coordination with the Sponsor after the entering into of this Agreement. Deviations from the Schedule of Key Deliverables may be granted by ACC, at its sole discretion, following written request by the Sponsor.
- C. Any changes to the Schedule of Key Deliverables or to other mutually agreed deadlines or deliverables requirements will be subject to prior written approval by ACC. If there is any delay in meeting the agreed-upon deadlines or deliverables requirements, or in meeting the requirements set forth in the Schedule of Key Deliverables for an ACC Guide, ACC may delay or cancel publication of that ACC Guide. ACC Guides that are cancelled or delayed may be subject to limited future promotion. If publication of an ACC Guide is delayed because the Sponsor was unable to comply in whole or part with the applicable deliverables or deadline requirements and the publication of the ACC Guide cannot be rescheduled reasonably within the Term of this Agreement, the Sponsor will be deemed to have automatically forfeited the fee paid or owed by Sponsor for the ACC Guide, and ACC will automatically own and be entitled to that fee.

**(Attachment B)**  
**ACC Webcast Provisions**

An ACC Webcast (“Webcast” or “Webcasts”) is a 60-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 agree to work together to create and provide Webcasts of interest to the relevant Network, 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 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, Sponsor’s right to present such Webcast will automatically be forfeited, Sponsor will be deemed to have automatically forfeited the fee paid or owed in connection with the Webcast, and ACC will automatically own and be entitled to that fee.

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

- A. Submitting a Proposal and Outline for a Webcast.
- B. Adhering to the following broadcast dates pursuant to the ACC Network Sponsor Agreement Specific Terms:
  - Resource Option A: 1<sup>st</sup> before June 30<sup>th</sup>; 2<sup>nd</sup> before December 20<sup>th</sup>
  - Resource Option B: 1<sup>st</sup> before March 31<sup>st</sup>; 2<sup>nd</sup> before June 30<sup>th</sup>; 3<sup>rd</sup> before December 20<sup>th</sup>
- F. Developing and delivering the Webcast (and the related deliverables) in compliance with the applicable deadlines and milestone requirements as specified in the Agreement, and as these requirements may be revised or supplemented in the Schedule of Key Deliverables between Sponsor and ACC regarding the ACC Webcast (the “ACC Webcast Schedule of Key Deliverables”). The ACC Webcast Schedule of Key Deliverables is to be developed by an ACC representative in coordination with the sponsor subsequent to the Commencement Date of the Agreement.
- C. Developing the 60-minute Webcast presentation (after ACC 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 Webcast Schedule of Key Deliverables. **At least one person on the panel (moderator or presenter) must be in-house counsel.**
- D. Causing all panelists to attend a one-hour logistical training session prior to each Webcast.
- E. Using the template for the written Webcast materials, including the Power Point presentation, as provided by ACC.



- F. Securing required permissions, if any, to enable ACC 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 may grant access. Sponsor shall ensure that Sponsor’s speakers provide appropriate speaker releases as requested by ACC for purposes of the Webcasts.
- G. **Rescheduling Webcast:** If, for reasons other than *force majeure*, as defined below, (i) Sponsor reschedules, or does not comply (in whole or part) with the ACC Webcast Schedule of Key Deliverables, and that (ii) any of the foregoing event causes the Webcast to be rescheduled less than two weeks prior to the Webcast delivery date, then Sponsor shall pay to ACC an additional amount of US\$500.00 to offset ACC’s and platform host’s costs associated with rescheduling the webcast, notifying registrants, and promoting the new webcast date.

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

- A. Reviewing and approving or rejecting a Webcast proposal 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 projects; (4) whether the primary and/or sole purpose of the proposed topic is to promote the Sponsor’s products or services (in which case the proposal will be rejected); and (5) its topic is of interest to the Network. ACC 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, except that in the event of a scheduling conflict, ACC may grant priority to Webcasts presented by an ACC Network, a Network Sponsor, an Alliance Partner, or an advertiser. ACC 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 technology for a 60-minute Webcast. Subject to prior written approval by ACC and to the payment by Sponsor of the additional associated costs (if any), a Webcast may exceed 60 minutes.
- D. Providing Sponsor with templates for written Webcast materials.
- E. Posting Webcast materials, including biographies of the panelists, on ACC’s Webcast webpage, except that ACC may not be able to post these material in a timely fashion if they are not delivered by the Sponsor to ACC in accordance with the Key Deliverables due dates agreed upon by an ACC Representative and the Sponsor.
- F. Promoting the Webcast as an ACC product, as ACC deems appropriate. Marketing opportunities of Webcasts is dependent upon the submission by Sponsor of the completed Webcast Proposal and Outline. The following provides approximate timeframes for webcast marketing opportunities:

<b>Receipt of Webcast Proposal and Outline</b>	<b>Marketing Opportunities</b>
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3 months prior to Webcast airdate	ACC Docket (print)
8 weeks prior to airdate	Monthly Webcast Email (email to all ACC members)
7 weeks prior to airdate	ACC Homepage ACC Webcast Page ACC Network Page(s) if applicable ACC Chapter Page(s) if applicable ACC Network Conference Call (if applicable) Network Forum Reminder (if applicable)

- G. Recording the Webcast and making it available on the ACC website for at least 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* and that make it illegal, impossible, or commercially unreasonably burdensome to perform, 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.

**(Attachment C)**  
**ACC Quick Overview and Top Ten Provisions**

The following terms relate to the production of both ACC Quick Overviews and ACC Top Tens (together, “Quick References” or “Quick Reference”) under this ACC Network Sponsor Agreement, unless otherwise stated.

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

- A. Preparing the contents of the Quick References, in accordance with the Editorial Guidelines provided by ACC.
- B. Providing all “Additional Resources” required in the Quick Reference via hyperlinks (electronic format) throughout the document.
- C. Providing its logo to ACC in jpeg format or another format as directed by ACC and allowing Sponsor’s name or logo to be hyperlinked to the Sponsor’s homepage or other selected webpage.
- D. Developing and delivering the Quick References (and related deliverables) in compliance with the applicable deadlines and milestone requirements as specified in the Agreement, and as these requirements may be revised or supplemented in the Schedule of Key Deliverables.
- E. Reviewing and updating the Quick Reference with any new provisions, changes to regulations, or other pertinent information, in an effort to keep the Quick Reference as current as possible. Reviewing and updating may be done as necessary, **but in any event Sponsor must submit the update to ACC no later than the earlier of (i) within 24 months (2 years) after either the initial date of publication planned in the Schedule of Key Deliverables or the actual date of publication (whichever comes first), or (ii) before expiration or termination of this Agreement.** If Sponsor declines or fails to provide ACC with updated content within the allowed update period set forth above, ACC retains the right to remove Sponsor’s logo, byline, hyperlinks and other references upon the termination of this Agreement and seek an alternative sponsor or author to update the content.

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

- A. Reviewing and approving or disapproving Quick Reference topics under the following criteria: (1) its educational value; (2) its timeliness; (3) its conflict, overlap, relevance to, and/or duplication with any other existing or proposed ACC projects; and (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).
- B. Publishing the Quick Reference on the ACC website for at least one year from the publication date (that commitment by ACC is subject to the cumulative conditions that (i) Sponsor complies with the Agreement and that (ii) publication of the Quick

Reference on the ACC website occurs before the end of the sponsorship term to which the Quick Reference relates).

- C. Ensuring that the Sponsor is identified in the Quick Reference by placing the Sponsor's logo near the top of the Quick Reference.
- D. Providing Sponsor with the URL to the final published Quick Reference on the ACC website, within one week following its publication.
- E. Using reasonable efforts to promote the finalized and published Quick Reference through several ACC channels which may include the ACC Docket, social media, member updates, and other places on the ACC website.

### **3. Schedule of Key Deliverables and Promotion of Quick References**

- A. IN ORDER TO MEET ACC'S GOAL OF PROVIDING TIMELY INFORMATION TO ITS MEMBERS, AND TO ENSURE TIME FOR THE EDITORIAL PROCESS AND PUBLICATION, ACC REQUIRES ADHERENCE TO A SCHEDULE FOR THE SUBMISSION OF KEY DELIVERABLES AGREED TO BETWEEN SPONSOR AND ACC IN WRITING. These Key Deliverables may include, without limitation, submission of an outline, first draft, and a final draft.
- B. An ACC representative will develop the Schedule of Key Deliverables in coordination with the Sponsor after the entering into of this Agreement. Deviations from the Schedule of Key Deliverables may be granted by ACC, at its sole discretion, following written request by the Sponsor.
- C. Any changes to the Schedule of Key Deliverables, or to other mutually agreed deadlines or deliverables requirements, are subject to prior written approval by ACC. If there is any delay in meeting the agreed-upon deadlines or deliverables requirements, or in meeting the requirements set forth in the Schedule of Key Deliverables for a Quick Reference, ACC may delay or cancel publication of that Quick Reference. Quick References that are cancelled or delayed may be subject to limited future promotion. If publication of a Quick Reference is delayed because the Sponsor was unable to comply in whole or part with the applicable deliverables or deadline requirements, and that the publication of the Quick Reference cannot be rescheduled reasonably within the Term of this Agreement, then the Sponsor will be deemed to have automatically forfeited the fee paid or owed by Sponsor for the Quick Reference, and ACC will automatically own and be entitled to that fee.

**(Attachment D)**  
**Key Quality Questions and Tips For ACC Resource Providers**

Thank you for your interest in producing ACC resources. The ACC membership is a global community of in-house counsel. Our members expect practical guidance and solutions to address the issues they face, develop their skills, and advance their career. When producing ACC resources, please use the following questions and guidelines. If you have any queries, please reach out to ACC Legal Resources at [legalresources@acc.com](mailto:legalresources@acc.com).

**I. Key Content Questions and Tips:**

1. Why is the topic **relevant for in-house counsel**? Examples: common pitfalls, key trends, or future risks.
2. What are key **practical implications** for the business, in-house counsel, or the legal department?
3. What do in-house counsel **need to know** to advise and support their internal client effectively?
4. Please provide **practical takeaways/solutions** (instead of simply raising issues). Does the resource help in-house counsel save time and resources? For example:
  - o What steps can in-house counsel take to address the issue, prepare the business, and mitigate risk?
  - o What measures can in-house counsel or the business take to ensure compliance with a regulation?
  - o Changes in how businesses can/must operate - how can in-house counsel lead/support change?
  - o What risks and options in-house counsel can bring to the General Counsel or CEO's attention?
  - o Tips to manage a transactional, regulatory, administrative, judicial, or business process.
  - o Tips that help in-house counsel develop skills or advance their career.
5. Examples of resources to **avoid**: marketing/promotional content, court decisions or text of law, or mere legal updates. Caveat: An article that presents a new regulation can be very relevant, to the extent it includes substantial practical guidance for in-house counsel (not just a couple of lines of guidance).

**II. Key Format Questions and Tips:**

6. **Is the content globally-minded?** To address ACC's global audience, it is important that drafters:
  - o Avoid country-centric expressions (such as "home run", "SWAT team", "going to bat"), even if the resource concerns that country. Instead, please use terms that are universally understood.
  - o Clarify to what jurisdiction specific terms pertain, e.g., write "the US Department of Justice (DOJ)" the first time. Don't assume readers know what "DOJ" means or that it is a US agency.
  - o Write "lawyer"/"in-house/outside counsel", not "attorney". Exception: "attorney-client privilege".
7. **Does the title clearly reflect** the resource type and topic and the country of focus (if any)? For example:
  - o Top Ten: "*Top Ten Tips for Foreign Investors on how to deal with Personal Data in Brazil*"
  - o For a Quick Overview (formerly QuickCounsel): "*Quick Overview: Approaching Limitations of Liability Effectively in Cross-border Agreements (With Focus on the UK, France and Germany)*"
  - o For a sample contract: "*Sample Hosted Software Services Agreement (US)*"
  - o For an ACC Guide (formerly InfoPAK): "*ACC Guide: Managing Global Privacy Compliance*"
8. **When providing a sample contract/policy**, if possible indicate if the sample was designed primarily for a type of party (e.g., licensor / licensee), or for parties in a specific country, or in a specific industry sector.
9. **Include an executive summary** at the start of the resource (bullet points), to help the reader.
10. **Does the resource comply with the ACC editorial guidelines?** Key reminders:
  - o Reminder 1: Is the resource of the required length? Not longer please.
  - o Reminder 2: Is the content broken up in digestible segments separated by clear headings?
  - o Reminder 3: Are acronyms spelled out when first used? "the International Monetary Fund (IMF)".
  - o Reminder 4: Where possible, include links to other relevant ACC resources.
  - o Reminder 5: With the draft resource, provide a summary (five lines or less) describing the type of resource, the topic covered, the jurisdiction(s) of focus or the global focus (if any), and what readers will learn from the resource. For example: "Learn ten tips when drafting and negotiating indemnity clauses in software licensing agreements (US focus)", or "In this brief overview, explore key issues regarding the implementation of the EU General Data Protection Regulation (GDPR), and practical steps in-house counsel around the world can take to improve their organization's compliance."

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