

**NPP SPONSOR SUPPORT AGREEMENT (INSERT SERIAL #)**

This Sponsor Support Agreement ("**Agreement**"), dated as of **INSERT DATE** (the "**Effective Date**"), is by and between His Majesty the King in Right of Canada, as represented by the **INSERT** Chief of the Defence Staff or Base/Wing/Unit Commander in his/her/their Non-Public Property capacity through **INSERT** Canadian Forces Morale and Welfare Services or Base/Wing/Unit, with offices located at **INSERT ADDRESS** (the "**Organizer**"), and **INSERT SPONSOR NAME**, with offices located at **INSERT ADDRESS** (the "**Sponsor**"), and together with the Organizer, the "**Parties**", and each, a "**Party**").

WHEREAS the Organizer is the organizer of the Event (as defined below);

AND WHEREAS, the Parties have reached agreement on terms and conditions upon which Sponsor shall sponsor the Event and wish to memorialize that agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Event**

For the purposes of this Agreement, the Event is defined as: **INSERT INFORMATION**.

**2. Term**

This Agreement shall commence on **INSERT DATE** and end on **INSERT DATE**.

**3. Termination**

- a. Either Party may terminate this Agreement without cause at any time by providing a sixty (60) days' notice to the other Party.
- b. This Agreement may be terminated at any time by the mutual written consent of the Parties.
- c. Either Party may terminate this Agreement, immediately upon written notice to the other Party if:
  - i. the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice thereof; or
  - ii. the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; (D) is dissolved or liquidated or takes any corporate action for such purpose; or (E) applies for or has appointed a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. On expiration or early termination of this Agreement:
  - i. all licences granted hereunder shall also terminate and each Party shall immediately cease using the other Party's Marks (as defined in Sections 7. Sponsor's Responsibilities and 9. Licences) and return to the other Party such other Party's Confidential Information;
  - ii. if the Organizer terminates this agreement early pursuant to Section 3 a. or Section 3 b., only that portion of the Sponsor's fee which has not been expended or committed under contract with third parties to fulfill the obligations set forth in this Agreement shall be refunded to the Sponsor. The

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Sponsor shall not receive any additional reimbursement for any other services or materials provided in connection with this Agreement.

- iii. If the Sponsor terminates this agreement early pursuant to Section 3 a., Section 3 b. or Section 3 c., the Organizer shall not refund any monies paid by the Sponsor pursuant to this Agreement. The Sponsor shall not receive any additional reimbursement for any other services or materials provided in connection with this Agreement.

### 4. Sponsorship Fee

In consideration of, and subject to Organizer's provisions of the Sponsorship Benefits, as defined below, and other undertaking herein, the Sponsor shall:

- a. pay and/or provide the following to the Organizer:
  - (i) the Cash/Cheque amount plus applicable Goods and Services (GST)/Harmonized Sales Tax (HST): \$ **Insert amount**
  - (ii) Goods: **Insert description, quantity and fair market value of all goods and GST/HST amount, if applicable**
  - (iii) Services: **Insert description and fair market value of services provided and GST/HST amount, if applicable.**
- b. on a timely basis, perform its other Sponsor responsibilities set forth in this Agreement.

### 5. Payment

The Sponsor shall provide the Sponsorship Fee within INSERT timeframe.

### 6. Sponsorship Benefits

- a. During the Term of this Agreement, the Sponsor shall receive (**select as appropriate, remove non-applicable**):
  - i. Recognition as Meal Sponsor;
  - ii. Logo on Event Ticket;
  - iii. Logo on Menu;
  - iv. Logo on Event Banners;
  - v. Four Tickets to Event;
  - vi. Four Commemorative Packages;
  - vii. Recognition on Promotional Materials;
  - viii. Recognition on Social Media; and
  - ix. Recognition in "Thank You Ad".
- b. During the Term of this Agreement, all materials produced by the Organizer in association with, in support of, or making reference to the Event shall include reference to the Sponsor in a manner which reflects the official status granted to the Sponsor, as outlined below.

Being recognized as Gold/Silver/Bronze (**select appropriate**) Sponsor grants the Sponsor the right to use the following description in its promotional material:

- Meal Sponsor for Anniversary Gala (Example)
- Mutually agreed-upon phraseology (Example)

### 7. Sponsor's Responsibilities

- a. The Sponsor shall provide its trademarks and trade name ("Marks") in a digital format.
- b. Whenever the Sponsor refers to its sponsor status or to the Organizer, the Sponsor shall refer to the Organizer in a manner that conveys the Organizer's management and control of the Event.

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- c. The Sponsor shall submit all materials, including but not limited to display(s), advertising or promotion, related to the Organizer or the Event, for prior written approval by the Organizer. The Organizer requires a minimum of two business days (48 hours) notice for such requests. This approval process applies to, but is not limited to, the use of the Sponsor's Marks in conjunction with the following:
- i. the words and Marks of Canadian Forces Morale and Welfare Services (CFMWS), Non-Public Property (NPP) or the Event.
  - ii. list all and any other logos, such as Support Our Troops or Yellow Ribbon to be used.
  - iii. any photographs or videos of personnel and employees
- d. The Sponsor is prohibited from using:
- i. terms "Department of National Defence", "DND", "Canadian Armed Forces" or "CAF";
  - ii. the name of any component, unit or other element of the CAF or any abbreviation thereof of any words or letters likely to be mistaken for it;
  - iii. any image or other representation of a member of the CAF;
  - iv. any uniform, mark, badge or insignia in use in the CAF; or
  - v. any name, identifying logo, symbol, trademark, or derivative thereof, which would tend to identify groups or entities associated with the CAF.

**Commented [FJ1]:** There cannot be "etc." here. Specifics required.

**Commented [GM2R1]:** So does this mean that the particular/each logo all have to be specifically named/identified?

**Commented [JF3R1]:** Yes, it needs to be clear which logos fall under the protection of this agreement.

**Commented [JF4R1]:** The list needs to should be provided.

**Commented [GM5R1]:** Amended to reflect: "list all and any other logos"

### 8. Organizer's Responsibilities

The Organizer shall submit all materials, including but not limited to, display, advertising or promotion, related to the Sponsor or the Event, for prior written approval, which shall not be unreasonably withheld. Any potential revisions shall also be submitted to the Sponsor for approval before final production. The Sponsor shall provide approval, or a notice of objection, in writing within two business days (48 hours) of receiving the proposed materials.

### 9. Licences

- a. Each Party hereby grants to the other Party a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right and licence to use the Marks as necessary to fulfil its responsibilities during the Term of this Agreement.
- b. Each Party hereby grants to the other Party a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right and licence to use the Intellectual Property (IP) "Marks" listed in Appendix 1 during the Term of the Agreement in its advertising, marketing and promotional materials in all formats and media, including its website, mobile apps, and social marketing pages on third party websites and mobile apps, to identify and promote the Event.
- c. Each Party shall submit examples of all proposed uses of the other Party's Marks to the other Party for prior written approval.
- d. Each Party shall use the other Party's Marks solely in accordance with the other Party's trademark usage guidelines and quality control standards attached as Appendix 2 as the same may be updated from time to time. If either Party is notified in writing by the other Party that any use does not so comply, the notified Party shall immediately remedy the use to the satisfaction of the other Party or terminate such use. Neither Party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to, or incorporates any of, the other Party's Marks. All uses of a Party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such Party, and each Party shall retain all right, title, and interest in and to its Marks.
- e. For greater clarity, the Organizer does not have the authority to grant approval and/or licence for any use of any Department of National Defence (DND) or Canadian Armed Forces (CAF) trademarks, imagery or association. If such use is requested by the Sponsor and deemed required by the Organizer, the Organizer shall forward a request to the appropriate DND authorities for approval consideration. Such approvals are at the DND's discretion.

**Commented [JF6]:** We should probably include all the IP used under the agreement as an annex.

**Commented [GM7R6]:** I think it is OK as is

**Commented [JF8R6]:** No, the list of all IP should be attached to the agreement to ensure clarity and understanding on both sides.

**Commented [LF9R6]:** Recommend leaving it within the main document rather than an additional list. Please confirm with OPI and/or Dom to confirm whether it is necessary to add as an annex as the sponsorship teams may be reluctant to gather and provide these details for each agreement.

**Commented [JF10R6]:** Dom confirmed that all Marks covered by this licence must be listed in the Annex.

**Commented [GM11]:** Jasmina suggested the trademark use is also included in its own appendix.

**10. Property/Equipment**

The Organizer shall not be liable for any property or equipment belonging to the Sponsor that is used during the Event. Any property or equipment left with the Organizer after the Event may be disposed of at the Organizer's discretion.

**11. Indemnities**

The Organizer shall indemnify, defend, and hold harmless the Sponsor and its officers, directors, employees, contractors, agents, successors, and assigns each, a "Sponsor Indemnitee" from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable legal fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any claim, suit, action, or proceeding (each, an "Action") arising out of or related to: (i) the Event, including Organizer's advertising, marketing, or promotion of the Event, the Organizer Marks and Event materials; (ii) any use, presentation, display, or distribution of Sponsor Materials in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant, or obligation of Organizer under this Agreement.

Sponsor shall indemnify, defend, and hold harmless the Organizer its officers, directors, employees, contractors, agents, successors, and assigns (each, an "Organizer Indemnitee") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Sponsor's breach of any representation, warranty, covenant, or obligation of Sponsor under this Agreement (iii) infringement of third party rights.

**12. Confidential Information**

- a. The Sponsor shall keep confidential all information provided to the Sponsor, by or on behalf of the Organizer, in connection with the Agreement and all information conceived, developed or produced by the Sponsor as part of the Agreement. Information provided to the Sponsor by or on behalf of the Organizer shall be used solely for the purpose of the Agreement and remains the property of the Organizer.
- b. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of the Organizer under the Agreement to release or disclose, the Organizer shall not release or disclose outside the Government of Canada any information delivered to the Organizer under the Agreement that is proprietary to the Sponsor.
- c. The obligations of the Parties set out in this section do not apply to any information where the same information:
  - i. is publicly available from a source other than the other Party; or
  - ii. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
  - iii. is developed by a Party without use of the information of the other Party.
- d. The Sponsor acknowledges that the Organizer is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Sponsor shall keep private and confidential any such personal information collected, created or handled by the Sponsor under the Agreement, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the responsibilities provisions of the Agreement. All such personal information is the property of the person whose personal information is involved. The Organizer has custodial responsibilities regarding that personal information that the Sponsor shall learn and respect, and the Sponsor shall have no right in or to that information. The Sponsor shall deliver to the Organizer all such personal information in whatever form, including all working papers, notes, memoranda, reports,

data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Agreement upon the completion or termination of the Agreement, or at such earlier time as the Organizer may request. Upon delivery of the personal information to the Organizer, the Sponsor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Sponsor's possession.

**13. Relationship of Parties**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**14. Dispute Resolution**

- a. If a dispute arises regarding the interpretation and/or implementation of this Agreement, the Organizer and the Sponsor shall make every effort to resolve the dispute as soon as possible through consultation and negotiation in good faith and in a spirit of mutual cooperation.
- b. If the dispute is not resolved within five (5) business days, either Party may elect to escalate the resolution of such dispute to a senior level authority from each Party who will promptly meet and confer in an effort to resolve the dispute. Any mutually agreed decisions of the senior level authorities shall be final and binding on both parties.

All communications and discussions in furtherance of the dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential settlement negotiations that, with the exception of disclosure permitted to a Party's auditors and legal advisors, are not subject to disclosure to any third party by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

**15. Force Majeure**

Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, or explosion, epidemics or pandemics, war, terrorism, invasion, riot, or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labour stoppages or slowdowns, or other industrial disturbances, emergency as defined by the *National Defence Act*, passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition, or national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "Force Majeure"), in each case, provided that (A) such event is outside the reasonable control of the affected Party; (B) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (C) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

**16. Notices**

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email (with confirmation of receipt), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of

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receipt; (b) if sent by email, the next business day; or (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the 3<sup>rd</sup> day after the mailing thereof.

Organizer

Attention  
Address  
Email

Sponsor

Attention  
Address  
Email

### 17. Amendment and Modification

No amendment to or modification or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

### 18. Assignment

The Sponsor shall not assign, or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, without the Organizer's prior written consent, and such consent shall not be unreasonably withheld. Any purported assignment, delegation, or transfer in violation of this Section 17. Assignment is void.

### 19. Entire Agreement

This Agreement, including the related schedules attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

### 20. Survival

The provisions set forth in the following Sections, and any other right or obligation of the Parties under this Agreement that, by its nature, should survive termination or expiration of this Agreement, shall survive any expiration or termination of this Agreement: Section 9.(d) 3D, Section 9.(e), Section 11. Indemnification and Section 12. Confidential Information.

### 21. Governing Law

This Agreement shall be governed by the laws in the Province/Territory of INSERT and the federal laws of Canada applicable therein.

Remainder of Page Intentionally Left Blank; Signature Page Follows

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his/her/their Non-Public Property capacity through

**Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate**

**insert Sponsor name**

I have authority to bind the corporation/partnership/proprietorship

per:

**Insert name and title of signing officer**

per:

**Insert name and title of duly authorized signing officer**