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Austin, TX 78701  
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## EMDR RESEARCH FOUNDATION CORPORATE SPONSORSHIP AGREEMENT

### EMDR Research Foundation

Mailing Address: 401 W. 15th Street, Ste. 695, Austin, TX 78701

Primary Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

### Sponsor Information:

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

This agreement (the "Agreement") is made effective this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), between the EMDR Research Foundation (the "Foundation"), a nonprofit corporation, tax-exempt under Internal Revenue Code § 501(c)(3), and \_\_\_\_\_ ("Sponsor"). The agreement is for one calendar year from the Effective Date, and is renewable as outlined in Term and Termination, below.

In consideration of (Sponsor Name) as a recognized Sponsor with the Foundation, the parties hereby agree as follows:

#### I. **Sponsorship.**

A. During the term of this Agreement, the Foundation agrees to identify and acknowledge (name of Sponsor), pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, as a **Corporate Sponsor** and a contributor to the **EMDR Research Foundation** with benefits and recognition provided according to selected Level of Sponsorship. (see Exhibit A, attached below, for recognition details).

B. Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship.

C. During the term of this Agreement, Sponsor shall be permitted to utilize the Foundation's name and logo for the sole purpose of promoting Sponsor's sponsorship of the Program.

II. **Foundation Deliverables.** During the term of this agreement, the Foundation will provide (Sponsor Name) with the following benefits, according to the selected Level of Sponsorship.

A. Platinum Star Sponsorship Benefits (\$25,000)

1. At the EMDRIA Conference
  - a. Recognition by the Foundation President from the podium at the annual EMDRIA conference
  - b. Prominent logo placement at the EMDR Research Foundation booth
  - c. Invitation to the Foundation Donor Champaign Reception
  - d. Prominent logo placement on the Donor Reception signage
2. Print and Media Recognition
  - a. Your logo will be included on all print, media, online, and social media pieces from November 1 thru November 1 of the following year, leading up to and including the annual conference.
  - b. Recognition included on:
    - i. Save-the-date for the Donor's Champaign Reception mailed to over 10,000
    - ii. Event invitation mailed to over 10,000
    - iii. Recognition in the Research Foundation section of the EMDRIA conference brochure
    - iv. Initial sponsorship announcement in the EMDRIA newsletter
    - v. Regular logo placement in the Foundation's clinical e-newsletters
    - vi. Logo placement on the EMDR Research Foundation Website
    - vii. Live link directly to your website
    - viii. Regular mention in the Foundation's section of the EMDRIA Newsletter
    - ix. Use of the official Foundation "Sponsorship" logo for marketing

B. Gold Level ~ \$15,000

1. At the EMDRIA Conference
  - a. Invitation to the Foundation Donor Reception at the EMDRIA Conference
  - b. Signage at the Foundation booth at the EMDRIA Conference
2. Print and Media Recognition
  - a. Logo placement on the EMDR Research Foundation website for one year
  - b. Initial sponsorship announcement in EMDRIA Newsletter
  - c. Recognition on the Foundation's social media for one year
  - d. Use of the official Foundation "Sponsorship" logo for marketing
  - e. Logo and live link to sponsor's website on the EMDR Research Foundation website
  - f. Regular mention in the Foundation's section of the EMDRIA newsletter

C. Silver Level ~ \$10,000

1. At the EMDRIA Conference
  - a. Invitation to the Foundation Donor Reception at the EMDRIA Conference
2. Print and Media Recognition
  - a. Logo placement on the EMDR Research Foundation website for one year
  - b. Initial sponsorship announcement in EMDRIA Newsletter
  - c. Use of the official Foundation "Sponsorship" logo for marketing

- d. Live link to sponsor's website on the EMDR Research Foundation website
- e. Regular mention in the Foundation's section of the EMDRIA newsletter
- D. Bronze Level ~ \$5,000
  - 1. At the EMDRIA Conference
    - a. Invitation to the Foundation Donor Reception at the EMDRIA Conference
  - 2. Print and Media Recognition
    - a. Logo placement on the EMDR Research Foundation website for one year
    - b. Initial sponsorship announcement in EMDRIA Newsletter
    - c. Use of the official Foundation "Sponsorship" logo for marketing

III. **Sponsor Deliverables.** During the term of this Agreement, Sponsors at all levels will provide the Foundation with the following:

- A. **Logo.** Provide the Foundation with current logo in a high-res .eps and .jpeg format for use on website and other promotional material.
- B. **Website link.** Provide the Foundation with the link to the home page of the Sponsor's website
- C. **Sponsorship Payment.** Submit non-refundable partnership payment in-full to the Foundation within thirty (30) days of the Effective Date of this Agreement.

IV. **Selection of Corporate Sponsorship Level.** Please indicate your Corporate Sponsorship Level:

- Platinum (\$25,000)
- Gold (\$15,000)
- Silver (\$10,000)
- Bronze (\$5,000)

V. **Term and Termination.** The Term of this Agreement will begin on November 1 of the current year and continue for a period of one (1) year. Termination: (i) either party may terminate for any reason upon sixty (60) days written notice to the other party; (ii) one may party notify the other party that the other party is in material breach of its obligations under this Agreement and such breach (if curable) is not cured with fifteen (15) days of such notice; or (iii) both parties agree to terminate by mutual written consent. Return of any portion of the sponsorship gift will be made on a pro rata basis.

VI. **License of Intellectual Property.**

- A. The Foundation is the sole owner of all right, title, and interest to all the Foundation information, including the Foundation's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. The Foundation hereby grants to Sponsor a limited, non-exclusive license to use certain of the Foundation's intellectual property, including the Foundation's name and logo (collectively, "the Foundation's Property"), solely in connection with promotion of Sponsor's sponsorship of the Foundation.
- B. Sponsor agrees that it shall not use the Foundation's Property in a manner that states or implies that the Foundation endorses Sponsor (or Sponsor's products or services). It is understood that the Foundation retains the right to review and approve in advance all uses of such intellectual property which approval shall not be unreasonably withheld.

- C. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to the Foundation a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a sponsor of the Foundation. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to the Foundation nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to the Foundation; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.
- D. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

VII. **Relationship of Parties.** The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

VIII. **Indemnification.** Sponsor shall indemnify and hold harmless the Foundation, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, website, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

IX. **Confidentiality.** Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

X. **General Provisions.**

- A. **Warranties.** Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and

that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

- B. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict-of-laws or choice-of-law principles.
- D. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.
- E. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing signed by both parties.
- F. Notice. All notices given under this Agreement shall be in writing, addressed to the parties at the addresses set forth below, and shall be deemed to have been duly given when delivered when sent by overnight courier, or certified mail (return receipt requested).

\* \* \* \* \*

The parties have executed this Agreement through their duly authorized representatives as of the date first written above.

**(Sponsor)**

**EMDR Research Foundation**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**EMDR RESEARCH FOUNDATION  
CORPORATE SPONSORSHIP BENEFITS  
Exhibit A**

<b>Benefits</b>	<b>Platinum \$25,000</b>	<b>Gold \$15,000</b>	<b>Silver \$10,000</b>	<b>Bronze \$5,000</b>
Invitation to the Donor Appreciation Reception	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>
Logo placement on the EMDR Research Foundation website for one year	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>
Initial sponsor announcement in EMDRIA Newsletter	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>
Use of the official Foundation "Sponsorship" logo for marketing	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>
Along with logo, link to sponsor website on the EMDR Research Foundation website	<b>x</b>	<b>x</b>	<b>x</b>	
Regular mention in the Foundation section of the EMDRIA newsletter	<b>x</b>	<b>x</b>	<b>x</b>	
Recognition on the Foundation's social media for one year	<b>x</b>	<b>x</b>		
Signage at Foundation booth at the annual conference	<b>x</b>	<b>x</b>		
Recognition by President from the podium at annual conference	<b>x</b>			