

Georgia Chapter of the Association of Corporate Counsel
Sponsorship Agreement

This Sponsorship Agreement (the “Agreement”) is entered into upon execution by and between both **Association Of Corporate Counsel Georgia Chapter, Inc.**, a Georgia corporation, (“ACC Georgia”) and the below identified **SPONSOR** (“Sponsor”) and effective as of the last date signed below.

TERMS AND CONDITIONS

1. Sponsor agrees to the terms and conditions and to provide sponsorship as provided on Attachment A attached hereto and incorporated herein.
2. ACC Georgia, in its sole discretion, controls the selection of topics and the quality and content of speakers and program materials. ACC Georgia will work closely with Sponsors and their speakers to select topics and create appropriate materials to ensure that the program is meaningful and adds value to our in-house attorney membership. ACC Georgia may need to move a program to a comparable location and may need to reschedule the time based on external circumstances (inclement weather, emergency, etc.) in its sole discretion.
3. Selection of program topics, sponsors or speakers, or direction and development of program content, notwithstanding any express or implied approval given by ACC Georgia or other involvement in the program or event, does not imply and may not be presented by Sponsor or any third party as endorsement by ACC Georgia to any program content, speaker, or Sponsor. ACC Georgia is not in the business of offering continuing education programs or providing legal services and relies on its sponsors to provide accurate legal education information.
4. Sponsor agrees, and will advise its speakers, not to market their services or organizations in connection with the event or program. However, ACC Georgia agrees that sponsors may distribute firm brochures and other materials with Sponsor’s logo, name and contact information, speaker bios, and a summarized description of the organization’s products and services; provided that, such handouts are previously approved by ACC Georgia.
5. Presentations should contain practical advice on matters of interest to in-house counsel and are subject to prior review and approval by a member of the Board of ACC Georgia. Materials should be useful, substantive, and relevant from the perspective of an in-house lawyer. ACC Georgia and Sponsor agree to work together to reach mutual agreement on the content, timing and agenda for all events. For luncheons and other applicable programs, PowerPoint presentations along with substantive handouts are preferred.
6. Sponsors of programs that provide CLE credits will be responsible for submitting the requisite information to the State Bar of Georgia to apply for CLE credits unless the ACC Georgia Program Committee agrees, in writing prior to the program, to make the submission. Payment of associated CLE fees and Professionalism fees on behalf of the attendees is optional to the Sponsor.
7. ACC Georgia will not share any of its proprietary information with sponsors or speakers. ACC Georgia does not provide a list of the names, addresses, phone numbers, and/or email addresses of its members to third parties, including without limitation speakers and sponsors of ACC Georgia programs and events. Should this information be provided, Sponsor represents and warrants that in no event may such information be used for any other purpose than promoting the sponsored program and that such information may not be disclosed or otherwise provided directly or indirectly to any other party or used for any other purpose.

8. If applicable to the program, a projector and screens for PowerPoint presentations, podium, stage (if applicable) and microphones will be provided at no additional cost provided two (2) week advance written notice is given to the Georgia Chapter Administrator at georgia@accglobal.com or the applicable program organizer.
9. A brief program description and short bios (including headshots) of the speakers must be submitted to the program organizer at least four (4) weeks prior to the program for inclusion in our program invitation and other promotional materials.
10. ACC Georgia typically holds its monthly luncheon programs on the second Tuesday of every month (except April) at Maggiano's Little Italy in Cumberland Mall located 1601 Cumberland Mall SE, Suite 200, Atlanta, GA 30339, from 11:30 a.m. to 1:30 p.m. Registration and networking typically begin at 11:30am, followed by Chapter business and announcements at noon. The CLE program typically begins around 12:05. Presentations, including time for questions, should last approximately one (1) hour, unless it is a designated two (2) hour program that meets the two (2) hour CLE credit requirements. ACC Georgia will select the menu and bear the following costs and expenses for monthly luncheon programs: (i) meeting room, (ii) food, (iii) beverage and (iv) standard audio-visual equipment.
11. Sponsor will pay to ACC Georgia the applicable sponsorship fee pursuant to Attachment A within thirty (30) calendar days after receipt of invoice. The invoice is usually issued several months prior to the event date in the discretion of ACC Georgia. If the sponsorship fee is not received by the invoice due date, ACC Georgia may withdraw the sponsorship and award the sponsored event to another applicant. Payment of the sponsorship fee may be made by check payable to "ACC Georgia Chapter" at the address provided on the invoice. Fees are non-refundable unless the event is cancelled in writing by ACC Georgia. Unless expressly identified as being paid for by ACC Georgia, Sponsor agrees to pay any and all other costs and expenses incurred by Sponsor in connection with the sponsored program.
12. ACC Georgia hereby grants Sponsor a non-exclusive, personal, royalty-free license to use the name "ACC Georgia" and its applicable logo using images, without alteration, provided by ACC Georgia (the "ACC Marks") solely in connection with the promotion of the sponsored program or event. Sponsor does not acquire herein a license to use any other name, logos, or trademarks of ACC Georgia, its member companies, or the Association of Corporate Counsel global organization. All uses or distribution of materials incorporating ACC Marks shall be subject to ACC Georgia's prior or later approval. All right, title and interest in and to ACC Marks, including all associated goodwill, or in any copyright or other proprietary right now existing or hereinafter created, shall remain vested in ACC Georgia and its affiliated organizations. All other rights in the ACC Marks are hereby reserved.
13. Sponsor may not obtain a co-sponsor or otherwise broker, subdivide or otherwise share in a sponsorship unless ACC Georgia provides prior written approval in its sole discretion.
14. Sponsor warrants and represents that the Sponsor owns or has an authorized license to the intellectual property rights ("Rights") in all content presented and materials distributed by Sponsor during a program ("Content"). ACC Georgia expressly disclaims and waives any Rights in Content, it being expressly understood and agreed that such Rights are retained by Sponsor; provided that, Sponsor hereby grants non-exclusive licenses to ACC Georgia to redistribute the Content to its members and website visitors (if provided for posting). ACC Georgia members may retain and use their personal copy of the Content. Sponsor agrees to indemnify, defend and hold harmless ACC Georgia and its parent and affiliated organizations and their respective officers, directors, members, employees, and agents ("Indemnified Party or Indemnified Parties") from and against any and all claims, demands, causes of action, costs and expenses, including attorney's fees, arising out of or resulting from any and all claims that an Indemnified Party's possession and/or use of Content infringes on another party's intellectual property rights.
15. Sponsorship of a program does not permit the Sponsor to have any rights or responsibilities in the operation of ACC Georgia or in the selection of location, times and dates for ACC Georgia programs and events. ACC Georgia and Sponsor are independent contractors to each other and not the agent, partner or

joint venturer of the other. ACC Georgia and Sponsor shall not have any authority to represent or bind the other in any manner or to any extent whatsoever.

16. ACC Georgia may terminate this Agreement with or without cause upon seven (7) days written notice to Sponsor. Within thirty (30) days of such termination, ACC Georgia will refund to Sponsor in any sponsorship fees previously paid by Sponsor to ACC Georgia, except to cover already-paid expenses or deposits in the case of a termination for cause.
17. Sponsor may terminate this Agreement without cause upon written notice at least ninety (90) days prior to the program event date. If Sponsor terminates this Agreement, cancels an event, or does not materially cooperate with ACC Georgia after this date, all fees shall be non-refundable and retained by ACC Georgia. Sponsor acknowledges that ACC Georgia plans events many months in advance and any termination or cancellation of any event will cause ACC Georgia damages. Additionally, due to advanced planning and commitments to other sponsors and members, ACC Georgia cannot always accommodate postponements or re-scheduling.
18. This Agreement shall be construed under and governed by Georgia law without giving effect to its conflicts of laws rules. This Agreement shall become an agreement between the Sponsor and ACC Georgia only upon written signature by an authorized member of the ACC Georgia Board. Sponsor represents that its signatory below is authorized to execute this Agreement on behalf of Sponsor and that such Agreement is a binding obligation of the Sponsor. Sections 3, 4, 7, 11, 12, 14, 16, and 17 survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last executed below.

SPONSOR:

By: _____
Name: _____ (printed)
Title: _____
Date: _____

Association of Corporate Counsel Georgia Chapter Inc.

By: _____
Name: _____ (printed)
ACC Georgia Title: _____
Date: _____

Invoice Information:

Mailing Address:

Email Address: _____

***** Thank You for Your Sponsorship of ACC Georgia! *****

AGREEMENT - ATTACHMENT A

Sponsorship Levels And Programs With Associated Fees

☐ **Platinum Level**

Sponsorship Fee: \$12,000

- One Platinum Level sponsorship available each calendar year. Please check with ACC Georgia before selecting this option. Benefits include:
 - One one-hour monthly luncheon program;
 - Choice of (i) a CLE and Networking/Social Gathering combined Special Program, or (ii) a Networking/Social Gathering only Special Program;
 - One webinar which will be promoted to ACC Georgia membership (see “Webinar” below for details); and
 - Publication of an article in ACC Georgia’s quarterly newsletter

☐ **One Hour Monthly Luncheon**

Sponsorship Fee: \$7,000

- ACC Georgia will pay all costs associated with venue, food beverage and gratuities for the Luncheon

☐ **Two Hour Monthly Luncheon (March and September)**

Sponsorship Fee: \$8,000

- ACC Georgia will pay all costs associated with venue, food, beverage and gratuities for the Luncheon
- Topics: Ethics–March; Employment Law–September

Special Programs

☐ **CLE Program and Networking/Social Gathering Combined**

Sponsorship Fee: \$3,000

- Sponsor pays all venue, food and beverage costs for the program and an after-program reception

☐ **Networking/Social Gathering Only**

Sponsorship Fee: \$2,000

- Sponsor pays all venue, food and beverage costs for the event

☐ **“Deep Dive” Roundtable Lunch and Learn Program**

Sponsorship Fee: \$1,500

- Sponsor pays all venue, food and beverage costs for the program

☐ **Webinar**

Sponsorship Fee:

- \$1,000 – One 60-minute webinar which will be promoted to ACC Georgia membership only; Sponsor creates hosting page, sets up access information and monitors the recording and sound quality of the webinar; webinar content will be posted on ACC Georgia website; or
- \$1,500 – One 60-minute webinar which will be promoted to ACC national membership; ACC Georgia, with the assistance of ACC National, creates hosting page, sets up access information and monitors the recording and sound quality of the webinar; webinar content will be posted on ACC Georgia website

Women’s Initiative

☐ **Catalyst Level**

Sponsorship Fee: \$7,500

☐

Strategic Level

Sponsorship Fee: \$5,000

☐

Thought Leader Level

Sponsorship Fee: \$2,500

- **Please do not submit payment of fees with this Agreement. ACC Georgia will invoice your firm or company prior to the program or event.**

[Last updated as of June 13, 2019]