



## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) effective as of **[INSERT DATE]** (“Effective Date”), is entered into between the **International College of Dentists USA Section Foundation**, located at 610 Professional Drive, Suite 201, Gaithersburg, MD 20979 (“Recipient”) and **[INSERT NAME]**, located at **[INSERT ADDRESS]** (“Sponsor”).

### Terms of Agreement

#### 1. Recipient Obligations

- 1.1 The Recipient will provide the Sponsor (Platinum, Gold or Bronze) the benefits outlined in the addendum to this document.
- 1.2 This agreement stipulates no obligation of the Recipient with respect to the mention, endorsement or promotion of the Sponsor, and/or its affiliated products beyond what is outlined above in 1.1.

#### 2. Sponsor Obligations

The Sponsor agrees to pay the amount of **[INSERT AMOUNT]** made payable to the **International College of Dentists USA Section Foundation** and due on **[INSERT DATE]**.

#### 3. Sponsor Trademarks and Materials

- 3.1 Subject to the terms and conditions of this Agreement, the Sponsor grants the Recipient the right to use the Sponsor’s trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products or marketing materials distributed solely in connection with Sponsor benefits. The Recipient agrees to use materials according to Sponsor’s trademark usage guidelines.
- 3.2 The Sponsor agrees to offer the following materials for marketing and promotional purposes:
  - Logo
  - Web link
  - Sponsor marketing materials

#### **4. Indemnity**

4.1 The Sponsor will indemnify, defend, and hold the Recipient harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

4.2 The Recipient will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Recipient.

4.3 The Sponsor will give Recipients prompt written notice of any suit or claim that comes within the purview of these indemnities.

#### **5. Limitation of Liability**

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

#### **6. Term and Termination**

6.1 This agreement will be valid for the period of **[INSERT PERIOD]**.

6.2 The Recipient may terminate this Agreement at any time for any reason. In the event that the Recipient terminates this Agreement for any reason other than Sponsor's breach of Agreement, the Recipient shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

6.3 The Sponsor may terminate this Agreement for breach of Agreement by the Recipient after giving Recipient at least ten (10) days prior written notice specifying the nature of the breach and giving the Recipient at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.

#### **7. Disagreement**

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

**8. Miscellaneous**

- 8.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Recipient. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.
- 8.2 This Agreement shall be governed by and executed in accordance with the laws of the State of Maryland to agreements made and to be performed entirely within the state of Maryland.
- 8.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.
- 8.4 The Recipient at its own discretion may seek additional support for its meetings, and such support would receive the same sponsorship benefits.
- 8.5 The Sponsor recognizes that this sponsorship is a partnership with the Recipient, and the Sponsor is not supporting any continuing education activity.

In witness whereof, the Recipient and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

\_\_\_\_\_  
Theodore M. Roberson, DDS  
Director of Development  
ICD USA Section Foundation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name