



SPONSORSHIP AND AFFILIATION AGREEMENT

Sponsor: _____
Event Facilitator: Science Rendezvous (“SR”)
Date: _____, 202_ (the “Agreement”)

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Background

SR operates as a non-profit organization to promote science awareness and increase science literacy, together with coordinating the single largest science festival in Canada (the “Event”). The Sponsor wishes to enter into a sponsorship and affiliation agreement with SR to provide sponsorship support to facilitate the Event and to operate as an affiliate of SR.

2. Sponsorship and Affiliation

- a) During the Term, the Sponsor will pay to SR a sponsorship fee of _____ within 120 days of receipt of invoice for the right to be a _____ sponsor and an affiliate, and to receive the benefits described in the attached Schedule “A” (the “Sponsorship Benefits”). The sponsorship fee may be waived in the sole discretion of SR. The sponsorship is non-exclusive. The sponsorship fee is exclusive of any applicable sales, goods and services or other similar tax and Sponsor agrees to pay any such taxes to SR.
- b) The parties agree that the Sponsor is to operate in an affiliation relationship in accordance with the by-laws and applicable policies of SR from time to time. Notwithstanding the affiliation relationship, the Sponsor and SR will remain separate and distinct corporate entities that will remain ultimately responsible for the management and governance of their respective organizations.
- c) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between SR and Sponsor. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

3. Term of Agreement

This Agreement shall automatically renew on the first anniversary thereof, unless a party to this Agreement provides written notice at least thirty (30) days prior to the first anniversary (or any subsequent anniversary) that the party wishes to terminate this Agreement.

4. Use of Intellectual Property

- a) For the purposes of granting the Sponsorship Benefits, the Sponsor grants to SR a non-exclusive, non-transferable royalty free licence to use the trademarks of the Sponsor.
- b) SR grants to the Sponsor a revocable, non-exclusive, non-transferable royalty free limited license to use the trademarks listed in Schedule “B” in connection with the marketing, advertising and promotional rights described herein, as directed by SR in writing, and in using them will strictly comply with any specifications and standards that SR provides to the Sponsor from time to time.

5. Obligations of Affiliation Relationship

- a) SR shall have the following obligations pursuant to the affiliation relationship:
 - a. Administer the SR volunteer executive committee program, including awarding volunteer certificates and any awards that may be offered each year.
 - b. Provide national programs, administration, and online infrastructure to promote and support inquiry at the Event sites through the planning and promoting of SR events and programs.
 - c. Facilitate SR programs, including but not limited to: monthly steering committee meetings, Science Chase, INVENTours, Science Buskers, Canada Wide Experiment, Innovation Showcase, the Northern Program and any additional programs that may be added.

- d. Coordinate a national communications campaign for the Event in collaboration with the Sponsor.
- b) As part of the affiliation relationship, the Sponsor may identify one or more individuals to represent the Sponsor as a coordinator or team of the Event held on its premises.
- c) The Sponsor shall have the following obligations pursuant to the affiliation relationship:
 - a. The Sponsor shall have an executive committee or coordinator that will work with SR and represent the Sponsor for each Event site.
 - b. The Event operated by the Sponsor shall be open to all individuals for no consideration unless an exception has been granted in writing by SR.
 - c. The Sponsor shall follow, enforce, and distribute to all its volunteers, where appropriate, the rules and regulations as defined in the applicable policies of the Sponsor with respect to safety, animal care, and ethical research in projects and demonstrations exhibited at the Event.
 - d. Enter complete and accurate information in the Event pages on the Science Rendezvous website by March 31st each year.
 - e. Record and provide SR with attendance and volunteer statistics as reasonably requested by Rendezvous.

6. Insurance and Indemnification

- a) The Sponsor shall, at its own expense, obtain and maintain in full force and effect for the full term of this Agreement Comprehensive Special Event Insurance which insurance policy shall name SR, its officers and directors, employees and agents as additional insureds with respect to the activities undertaken pursuant to this Agreement. The said insurance policy will provide coverage, on an occurrence basis, against damages arising from bodily injury (including death), personal injury and claims for property damage which may arise directly or indirectly out of the operations of the Sponsor, its employees, volunteers, agents or contractors under this Agreement. The foregoing insurance shall not be less than \$2,000,000 inclusive of any one occurrence. The Sponsor shall provide a certificate of insurance and copy of the said insurance policy to SR within five (5) business days of any written request.
- b) The Sponsor agrees to defend, indemnify and hold harmless SR, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, actions, causes of action and other liability and expense (including reasonable legal fees and disbursements) relating to, arising from or in connection with this Agreement, or the breach thereof, or the infringement of intellectual property rights relating to the use of the SR's trademarks by the Sponsor, provided that the Sponsor's liability pursuant to this clause will not extend to claims that are determined by a court of competent jurisdiction to be due solely to the gross negligence or willful misconduct of SR.

7. Termination

- a) Either party will be entitled to terminate this Agreement immediately if: (a) either SR or the Sponsor is in breach of this Agreement and such breach has not been remedied within thirty (30) days of receipt of written notice thereof from the other party.
- b) Upon any termination of the Agreement the rights afforded to the parties hereunder shall automatically cease, including the licenses granted under Section 3, and in this regard, each party agrees, wherever applicable, to immediately discontinue all use of any of the other party's trademarks, discontinue any publication, distribution of promotional materials or other use in any manner and in any media whatsoever incorporating the other party's trademarks or any marks, names or indicia confusing with them.

8. Dispute Resolution

Any dispute or controversy between the parties arising out of or related to this Agreement shall first be referred to the executive director of SR. The executive director will then consult the chair of SR and a decision will be made on how to proceed. In the event that a dispute or controversy between the parties is not resolved, the matter may be referred to the chair or vice-chair of SR who shall consult with the board of SR. The decision of the board of SR shall be final.



7. General

Neither party will assign this Agreement without the prior written consent of the other. This Agreement may not be amended, except by written instrument executed by both parties. This Agreement will be governed by and construed in accordance with the laws of Ontario and Canada as. This Agreement may be executed by means of electronic counterparts (including PDF copies) and, when so executed, by both parties and the counterparts exchanged either by email or by provision of originals, will constitute one document, binding on the parties

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this ____ day of _____, 202_.

SCIENCE RENDEZVOUS

Per: _____
Name:
Position:

SPONSOR: _____

Per: _____
Name:
Position:

Schedule “A”

[Platinum level] \$10,000 and up

1. Premier placement of the Sponsor’s logo and other trademarks on all promotional materials for the Event according to contribution level and alphabetically; Home page and landing page logo placement on website.
2. Premier placement of the Sponsor’s logo and other trademarks on Science Rendezvous website sponsor subpage according to contribution level;
3. Science Rendezvous will develop graphic design of all national-level promotional and marketing materials for the Event, digital creatives with premier Sponsor logo placement, including: pamphlets, brochures, display signs, posters, and websites;
4. Science Rendezvous will provide all volunteer t-shirts as necessary for the Event; and addition of a local sponsor placement on t-shirt order may be requested.
5. Science Rendezvous will provide event planning support through monthly national collaborative meetings with coordinators across Canada, timeline management, personalized executive support, volunteer recruitment and retention support and strategy; together with a “Brochure of Best Practices” to support event planning process.
6. Priority recognition will be given to Sponsor and Sponsor’s Event on all communication and paid advertising campaigns according to contribution level and alphabetically.
7. Unlimited invitations to any VIP events
8. Up to 10 Institution generated Innovation Showcase stories may be submitted and promoted on social media.

[Gold level] \$5,000

1. Intermediate placement of the Sponsor’s logo and other trademarks on Science Rendezvous website and sponsor subpage according to contribution level and alphabetically;
2. Science Rendezvous will develop graphic design of all national-level promotional and marketing materials for the Event, including any digital creatives, pamphlets, brochures, display signs, posters, balloons and websites; Intermediate placement of the Sponsor’s logo and other trademarks on all promotional materials for the Event according to contribution level and alphabetically;
3. Science Rendezvous will provide up to five hundred (500) volunteer t-shirts for the Event; and
4. Science Rendezvous will provide event planning support through monthly national collaborative meetings with coordinators across Canada, timeline management, personalized executive support, volunteer recruitment and retention support and strategy; together with a “Brochure of Best Practices” to support event planning process.
5. Recognition will be given to Sponsor and Sponsor’s Event on paid local communication and advertising campaigns according to contribution level.
6. Up to 6 invitations to any VIP events.
7. Up to 5 Institution generated Innovation Showcase stories may be submitted and promoted on social media.

[Silver level] \$2,000

1. Science Rendezvous will develop graphic design of all national-level promotional and marketing materials for the Event, including any digital creative files, pamphlets, brochures, display signs, posters, websites, print and social media; Placement of the Sponsor’s logo and other trade-marks on all promotional materials for the Event according to contribution level and alphabetically;
2. Placement of the Sponsor’s logo and other trade-marks on Science Rendezvous website and sponsor subpage according to contribution level and alphabetically;
3. Science Rendezvous will provide up to two hundred (200) volunteer t-shirts for the Event.
4. Science Rendezvous will provide event planning support through monthly national collaborative meetings with coordinators across Canada, timeline management, personalized executive support, volunteer recruitment and retention support and strategy; together with a “Brochure of Best Practices” to support event planning process.

5. Recognition will be given to Sponsor and Sponsor's Event on local online communication and print
6. campaigns according to contribution level.
7. Up to 2 invitations to any VIP events.
8. Up to 2 Institution generated Innovation Showcase stories may be submitted and promoted on social media.


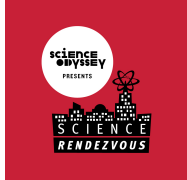
[Bronze level] \$0

1. Science Rendezvous will provide event planning support through monthly national collaborative meetings with coordinators across Canada, timeline management, personalized executive support, volunteer recruitment and retention support and strategy; together with a "Brochure of Best Practices" to support event planning process.
2. Event site page developed and placed on Science Rendezvous website according to contribution level and alphabetically.
3. Science Rendezvous will develop graphic design of all national-level promotional and marketing materials for the Event, including any digital or print creatives, display signs, posters, t-shirts, websites, print and social media; printable PDF's will be made available for printing.
4. No paid advertising is included for this level.
5. Innovation Showcase stories may be purchased for \$500 per story.

NOTE: Outside national sponsorship may allow increased benefits to be provided to all partners. Including increased t-shirt order limits, and paid advertising campaigns.

Schedule “B”

MARKS

SCIENCE RENDEZVOUS	TMA748444
	<p>Variations of this mark are not permitted.</p>
	<p>Variations of this mark that are permitted to be used and will be provided:</p> <ul style="list-style-type: none"> -black logo on beige background -white logo on coloured background -white logo on red background -white logo on beige background
<p>SCIENCE RENDEZVOUS</p>	<p>Variations of this mark that are permitted to be used by Sponsor:</p> <ul style="list-style-type: none"> -black words with red background -black words with beige background -white words with black background -white words with red background -white words with beige background

Any variations, modifications or other marks similar or related to the above marks as permitted by Rendezvous in writing from time to time.