

2025 NILA CONFERENCE

PARTNERSHIP OPPORTUNITIES



Part 1

CERTIFIED CHAPTER LEADER PROGRAM

July 18–19 ◆ Virtual



Part 2

PRESIDENTS SUMMIT

AUGUST 7–10 ◆ Rosemont, IL
(near Chicago)



ABOUT NILA

The National Institute for Leadership Advancement (NILA) is SHPE's intensive leadership development conference that accelerates learning for volunteer leaders who serve their communities, STEM organizations, and SHPE. NILA develops leadership talent to drive innovation and social change, and to address the need for highly skilled Hispanics in STEM among SHPE sponsors and partners.

SHPE's volunteer leaders are the lifeblood of our organization. They enable program success at the local, regional, and national levels. Volunteer leaders also support SHPE's strategy and mission to empower Hispanics in STEM to realize their fullest potential and impact the world through STEM awareness, access, support, and development. NILA develops the next generation of Hispanic leaders in the STEM workforce and aligns their local operations to realize SHPE's mission.

NILA 2025 will be held in two parts. Held virtually, the first part is the Certified Chapter Leader Program focuses on the operational aspects of leading and managing a chapter. Executive Board members from each of SHPE's 300+ current, new, and emerging chapters and regional leaders are invited and encouraged to participate. During part two, the Presidents Summit, chapter presidents and the regional leaders come together in Chicago, Illinois for an intimate and intensive leadership conference to further train them to not only lead their teams but also to make an impact on their local community and STEM.



Value Proposition

NILA participants are highly engaged members from our network of professional and student chapters who seek to further refine their leadership skills and enable career growth and professional development. By investing in NILA, your organization has the opportunity to impact student and professional chapters across the country. This invite-only event prepares SHPE chapter leaders to springboard into the year, helping them align their chapter plans with

SHPE's mission and goals. The investment affords you the opportunity to build relationships and brand recognition with SHPE's best of the best.

Check out the 2024
NILA HIGHLIGHT REEL



THE LeaderSHPE MODEL

SHPE implements the LeaderSHPE Model to determine three high-level objectives for NILA. These objectives guide all educational components in the curriculum. Program sessions and activities are curated to align with this model.



BY THE NUMBERS

Part 1:

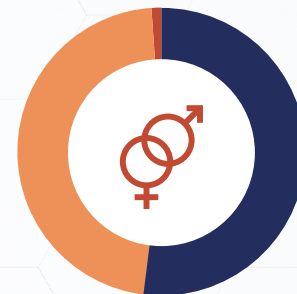
CERTIFIED CHAPTER LEADER PROGRAM



Not Specified

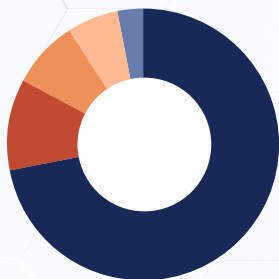
1%

Female
47%



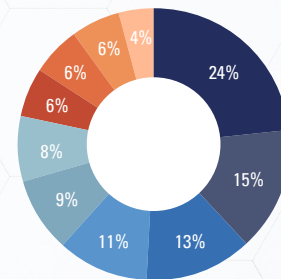
Male
52%

Registration Type



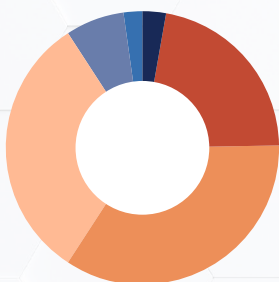
71% ● Undergraduate
12% ● Professional
11% ● Board/Staff/RLT/Committee
4% ● Exhibitor/Sponsor
2% ● Graduate Student

Major



● Mechanical Engineering
● Computer Science & Engineering
● STEM Other
● Civil Engineering
● Electrical Engineering
● Biomedical Engineering
● Industrial Engineering
● Non-STEM Other
● Aerospace Engineering
● Chemical Engineering

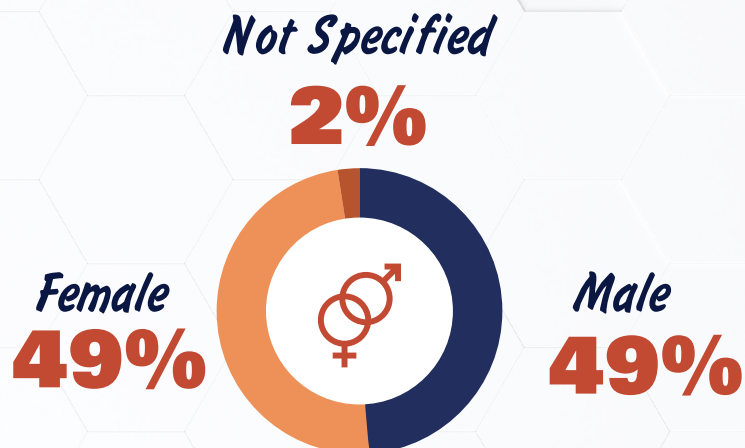
Undergrad year in school



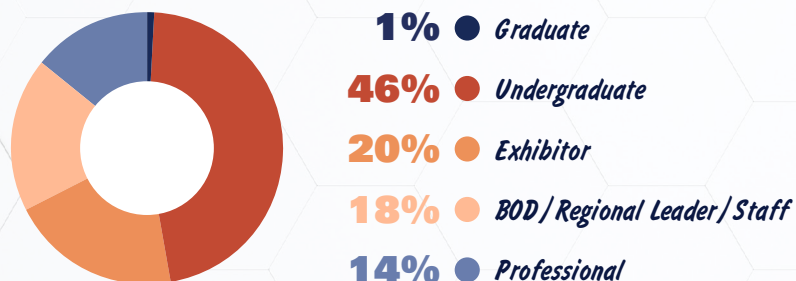
3% ● 1st year
22% ● 2nd year
35% ● 3rd year
32% ● 4th year
7% ● 5th year
2% ● 6+ years

BY THE NUMBERS

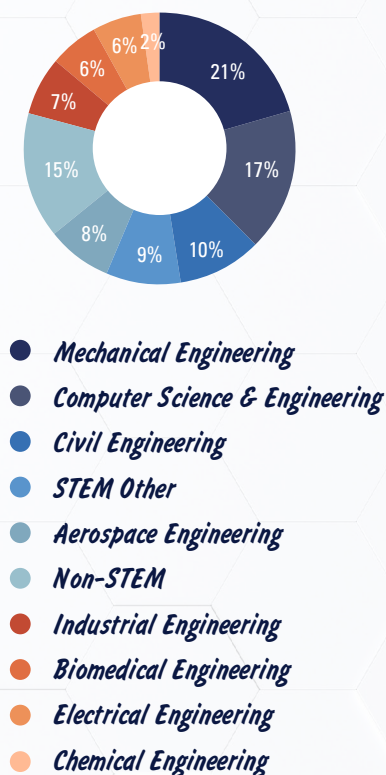
Part 2: PRESIDENTS SUMMIT



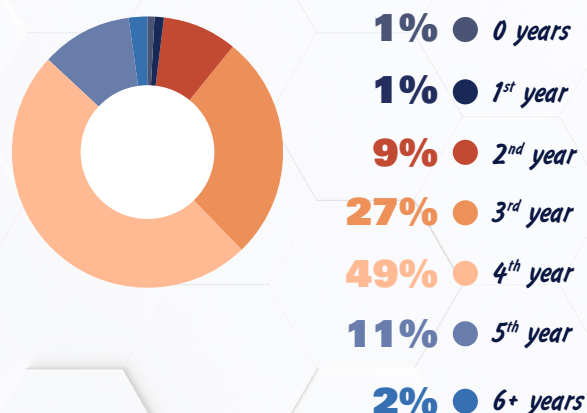
Registration Type



Major



Undergrad year in school



2025 NILA

AGENDA - Part 1 CCLP

Friday, July 18

Pacific Time	Eastern Time	Event
11:00-11:30 AM	2:00-2:30 PM	Opening Session
11:30-12:30 PM	2:30-3:30 PM	Your Responsibility, Accountability & Liability as a SHPE Leader
12:45-1:45 PM	3:45-4:45 PM	Sponsor Showcase
2:00-2:30 PM	5:00-5:30 PM	Panel 1: TBD
2:30-3:30 PM	5:30-6:30 PM	TBD Breakout
3:30-4:00 PM	6:30-7:00 PM	End of Day Activities

Saturday, July 19

Pacific Time	Eastern Time	Event
9:00-9:15 AM	12:00-12:15 PM	Morning Motivation
9:15-9:45 AM	12:15-12:45 PM	Panel 2: TBD
9:45-10:45 AM	12:45-1:45 PM	TBD Breakout
11:00-11:30 AM	2:00-2:30 PM	Panel 3: TBD
11:30-12:30 PM	2:30-3:30 PM	TBD Breakout
1:00-1:30 PM	4:00-4:30 PM	Panel 4: TBD
1:30-2:30 PM	4:30-5:30 PM	TBD Breakout
2:45-3:15 PM	5:45-6:15 PM	General Q&A
3:15-3:30 PM	6:15-6:30 PM	Mercado
3:30-4:00 PM	6:30-7:00 PM	Closing Session

2025 NILA

AGENDA - Part 2 Presidents Summit

Thursday, August 7

Central Time	Event
2:00-6:00 PM	Registration
2:00-4:30 PM	Chapter Chats with SHPE Staff and Regional Leaders
5:00-5:45 PM	Welcome and Orientation
6:00-8:00 PM	Welcome Reception & Sponsor Showcase Networking

The agendas are subject to change. The Part One and Part Two agendas will be added and updated as available on shpe.org/nila2025.

Friday, August 8

Central Time

Event

8:00 AM - 5:00 PM	Registration
8:30 AM - 9:30 AM	Breakfast and Morning Motivation
9:30 AM - 10:30 AM	Day 2 Kickoff and Keynote Presentation
10:40 AM - 11:40 AM	WORKSHOPS
11:45 AM - 12:15 PM	Topic Discussion and Deep Dive
12:15 PM - 1:30 PM	Luncheon
1:30 PM - 2:30 PM	WORKSHOPS
2:40 PM - 3:10 PM	Topic Discussion and Deep Dive
3:15 PM - 4:00 PM	Corporate Social Responsibility Session
4:10 PM - 4:30 PM	Wrap Up
4:40 PM - 5:40 PM	Regional Meet Ups
6:15 PM - 7:30 PM	Dinner and Keynote Presentation
7:30 PM - 9:00 PM	Social Activities

Saturday, August 9

Central Time

Event

8:00 AM - 5:00 PM	Registration
8:30 AM - 9:30 AM	Breakfast & Morning Motivation
9:30 AM - 9:40 AM	Day 3 Kickoff
9:40 AM - 10:10 AM	Group Photo
10:10 AM - 11:10 AM	WORKSHOPS
11:15 AM - 11:45 AM	Topic Discussion and Deep Dive
11:45 AM - 1:00 PM	Luncheon
1:15 PM - 2:00 PM	WORKSHOPS
2:10 PM - 2:40 PM	Topic Discussion and Deep Dive
3:00 PM - 3:20 PM	Wrap Up
3:30 PM - 5:00 PM	Regional Meet-Ups
6:30 PM - 8:30 PM	Closing Celebration Dinner and Keynote Presentation



Sunday, August 10

TRAVEL HOME. NO ACTIVITIES PLANNED.

The agendas are subject to change. The Part One and Part Two agendas will be added and updated as available on shpe.org/nila2025.

2025

NILA PARTNERSHIP PACKAGES

We are offering valuable savings to sponsors looking to engage in various activities during both Part 1 and Part 2 of the 2025 NILA conference. Packages include a wide array of benefits including branding, access to participants, and speaking opportunities.

	GOLD*	SILVER*	BRONZE*
	1 available	1 available	2 available
	\$20,000	\$15,000	\$12,000
Maximum Sponsor Visibility in NILA marketing materials and communication	✓		
Dedicated Email Blast to all NILA Participants pre- or post- conference	✓		
Keynote Speaker (Part 2) Friday or Saturday closing dinner	✓		
Motivational Moment (Part 2) Friday or Saturday morning	✓	✓	
Banner Ad on the NILA Conference Website	✓	✓	
Session Sizzle (Part 1 or 2) (2 minutes)	✓	✓	✓
Workshop/Session (Part 2)	✓	✓	✓
Case Study Council Participation (as judge or mentor)	✓	✓	✓
CCLP Sponsor Showcase (Part 1)	✓	✓	✓
PS Career Fair (Part 2)	✓	✓	✓
Chapter Leader Resumes	✓	✓	✓
Social Media Promotion	✓	✓	✓
One Digital PDF Ad Included in Participant Workbook (if committed before May 31st)	✓	✓	✓
Registrations (Part 1)	10	5	3
Registrations (Part 2)	15	10	5
Level-specific Recognition with Logo & Link on NILA Conference Website	✓	✓	✓

*1 available per partnership package

2025

SPEAKING OPPORTUNITIES

Dinner or Closing Keynote

Session length: 60 minutes

Keynote length: 15-20 minutes maximum

Q&A speaking post-keynote

NILA PART 2: PRESIDENTS SUMMIT

BREAKFAST: FRIDAY, AUGUST 8

DINNER: FRIDAY, AUGUST 8

CLOSING: SATURDAY, AUGUST 9

*Sponsor, SHPE staff and NILA curriculum team will work together to identify session content aligned to session objectives and speakers.

Motivational Moments

Motivational Moments provide the opportunity to start the day out on a positive note for all attendees. Your organization will have dedicated time to provide a motivational speech or conduct an activity with all NILA attendees: Get them excited for an intense day of learning, networking, and connecting.

NILA PART 2: PRESIDENTS SUMMIT

FRIDAY, AUGUST 8

SATURDAY, AUGUST 9

Session length: 60 minutes

Presentation length: 10-15 minutes maximum during breakfast

NILA Part 2: SESSIONS

Professional development is critical to the growth of SHPE leaders. As new or returning Chapter Leaders we want to prepare our members to be prepared for the new year as well as in their communities and into their careers. In working with our Chapter Leaders, we have identified their key learning areas of need which is what we will focus on for this Presidents Summit.

There will be four sessions.

Each session is 45 minutes in length. Sponsor organizations have the opportunity to deliver one session twice resulting in direct interaction with 100% of the student and professional chapter leaders in attendance.

The sponsor will be given key talking points of discussion and differentiate the content based on student and professional members. The speakers will be provided feedback and coaching prior to the event to refine their presentation. During the campfire talks, sponsors will be able to have their representatives facilitate small conversations and role playing to reinforce the subject matters.

Session length:

45-minute presentation + 30-minute campfire talk; presented twice on the same day



Career Growth

2025

RECRUITMENT & ENGAGEMENT OPPORTUNITIES

Recruitment Package

\$7,000 (5 AVAILABLE)

Participate in both recruiting components of NILA, which take place virtually for CCLP and in-person for Presidents Summit. Interact with chapter leaders by sharing organizational information and opportunities for them to join your team.

- » Logo with link on NILA conference website & sponsor listing page within virtual platform
- » Recognition with logo on event signage

Part 1:

- » One virtual session (60 minutes) with attendees during the CCLP Sponsor Showcase
- » 5 registrations for NILA CCLP

Part 2:

- » One in-person participation (90 minutes) during the Presidents Summit Career Fair (August 7, 2025)
- » Includes a 6-ft table for small display and company promotional items/handouts
- » 5 registrations for NILA PS

Engagement Package

(availability subject to vary)

\$7,500

Maximize your engagement during NILA Presidents Summit by delivering an interactive workshop/session to support our chapter leader and recruit from our membership's best during the career fair.

- » One in-person participation (90 minutes) during the Presidents Summit Career Fair (August 7, 2025)
- » Includes a 6-ft table for small display and company promotional items/handouts
- » Deliver a 45-minute workshop followed by 30-minute discussion session; presented twice on the same day
- » 5 NILA Conference registrations for NILA PS
- » Logo with link on NILA conference website



2025

RECRUITMENT & ENGAGEMENT OPPORTUNITIES

CCLP Virtual Sponsor Showcase OR Presidents Summit In-person Career Fair

\$4,000

Connect with participants of either Part 1 or Part 2 of NILA. Interact with chapter leaders and share career opportunities, as well as information pertaining to your company.

Part 1 CCLP:

- » One virtual session (60 minutes) with attendees during the CCLP Sponsor Showcase
- » 5 NILA Conference registrations for NILA CCLP
- » Logo with link on NILA conference website
- » Recognition with logo on sponsor listing page within virtual platform

OR

Part 2 Presidents Summit:

- » One in person networking event (90 minutes) during the Presidents Summit (August 7, 2025) includes 1 six ft table for small display and company promotional items/handouts
- » 5 registrations for NILA PS
- » Logo with link on NILA conference website
- » Recognition with logo on event signage

*Keynote Speaking Opportunity

\$5,000 (1 AVAILABLE)

Have one of your organization's leaders speak at one of our in-person segments and connect with our members by sharing their personal and professional trajectories.

- » 10-15 minute speaking opportunity during Part 2 of NILA
- » 1 NILA Conference registration
- » Recognition with logo on event website

Case Study Council Sponsor

\$2,000

Support chapter leaders as they participate in the new Case Study competition, where they will plan, develop, and propose a new solution to drive SHPE's mission forward.

- » Up to 4 company representatives can serve as mentors to a team or as a competition judge
- » Up to 4 registrations for NILA PS
- » Logo with link on NILA conference website

Dedicated Email Blast + Social Media Post (2 available; add-on to existing sponsorship)

\$1,500

- » Sent to all NILA registrants
- » Deliverables are due to marketing@shpe.org at least 10 days in advance of your selected target send date for email blast
- » Two options for email format and deliverables:
 - » Deliver one large image (800 pixels wide) and send it as a .jpg or .png with the URL you'd like it to link to
 - » **OR** send copy, images, and links to and SHPE drafts the email for you

2025

SUPPORT NILA

Participant Travel Sponsor

Support students in overcoming the number one barrier to attending by providing financial assistance to cover their travel expenses. Make a direct impact in the life of SHPE student members through your sponsorship so they can grow their leadership skills.

\$6,000

- » Sponsor Showcase (Part 1)
OR Career Fair (Part 2)
- » NILA resumes
- » Logo with link on NILA conference website

\$3,000

- » NILA resumes
- » Logo with link on NILA conference website

\$1,000

- » Logo with link on NILA conference website

SHPE Chapter Sponsor

Sponsor one of our outstanding chapters, recognizing their hard work and dedication towards impacting their community & kickstart local engagement efforts with their chapter.

\$3,000

- » NILA resumes
- » Introduction to chapter President or VP
- » Logo with link on NILA conference website

\$1,500

- » Introduction to chapter President or VP
- » Logo with link on NILA conference website

\$500

- » Sponsor name on NILA conference website



2025

BRANDING/VISIBILITY OPPORTUNITIES

CCLP Presenting Sponsor

\$10,000 PART 1 (1 AVAILABLE)

- » Maximum visibility of logo in marketing for CCLP
- » Sponsor logo on all attendee registration confirmation emails (contingent on sign-up date)
- » Recognition with logo on sponsor page on website and within virtual platform
- » Sponsor Showcase (Part 1)
- » Dedicated email blast to attendees
- » Chapter leader resumes

Presidents Summit Lanyard Sponsor

\$5,000

- » Every attendee will wear an official lanyard with your organization logo prominently displayed, making this an exclusive opportunity to showcase your brand

NILA Photo Booth Sponsor

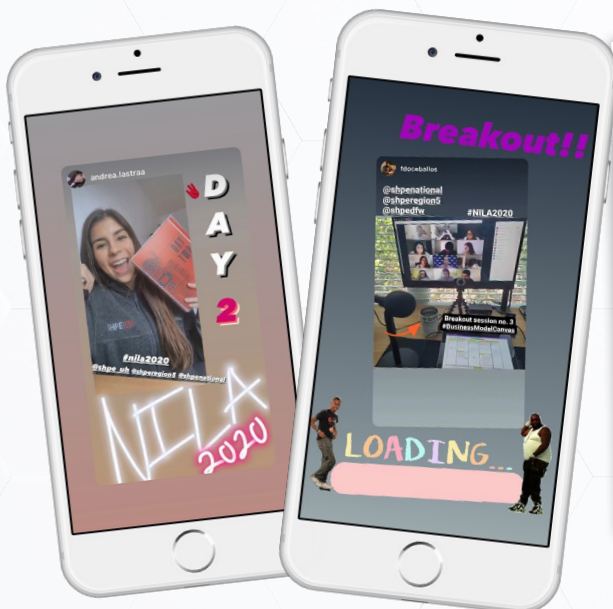
\$5,000

- » Sponsor logo included on each attendee photo
- » Sponsor Showcase (Part 1)
- » One background which attendees can use when taking photos
- » Sponsor recognition on the virtual conference platform

Session Sizzles

\$1,000 (5 AVAILABLE)

- » 2-minute pre-recorded video commercial must be submitted by June 3 (MP4 format)
- » Recognition with logo on sponsor listing page within virtual platform



2025

BRANDING/VISIBILITY OPPORTUNITIES

NILA Conference Website Banner

\$1,000

- » Rotating banner designed by sponsor must be submitted by June 9 to marketing@shpe.org
- » Banner will link to sponsor's selected webpage
- » Provide 2 .png files: desktop 1135 x 140 pixels and mobile 325 x 100 pixels
- » Recognition with logo on sponsor listing page within virtual platform

Stickers

\$500

- » Co-branded stickers with your organization logo prominently displayed to extend your visibility and given to attendees upon arrival & throughout event

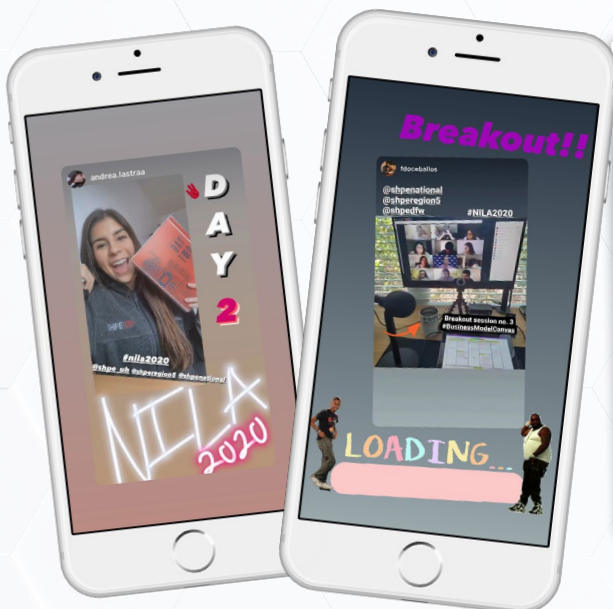
Promotional Slide

\$500 (2 AVAILABLE)

- » 1 Slide customized with company logo, QR code, and message incorporated into rotating slideshow displayed in the event main room to promote visibility



Leadership



2025

COMMITMENT FORM

Contact Information

☐ Mr ☐ Mrs ☐ Ms ☐ Dr

Contact Name _____ Title _____

Company/Organization _____ Industry _____ Website _____

Address _____ City _____ State _____ Zip Code _____

Payment Information

☐ Mr ☐ Mrs ☐ Ms ☐ Dr

Billing Contact Name _____ Title _____

Phone _____ Email _____

Total Amount \$ _____ Signature (required) _____ Date _____

Company/Organization _____

This is how your name will appear on printed materials/marketing.

Sponsorship Packages

☐ \$20,000 Gold (1 Available) ☐ \$15,000 Silver (1 Available) ☐ \$12,000 Bronze (2 Available)

Conference Opportunities

RECRUITMENT & ENGAGEMENT OPPORTUNITIES

- ☐ \$7,000 Recruitment Package (5 Available)
- ☐ \$7,500 Engagement Package
- ☐ \$4,000 CCLP Virtual Sponsor Showcase
- ☐ \$4,000 Presidents Summit In-Person Career Fair
- ☐ \$5,000 *Keynote Speaking Opportunity (1 Available)
- ☐ \$2,000 Case Study Council Sponsor
- ☐ \$1,500 Dedicated Email Blast + Social Media Post (2 Available – Add-on to existing sponsorship)

BRANDING/VISIBILITY OPPORTUNITIES

- ☐ \$10,000 CCLP Presenting Sponsor, Part 1 (1 Available)
- ☐ \$5,000 Presidents Summit Lanyard Sponsor
- ☐ \$5,000 NILA Photo Booth Sponsor
- ☐ \$1,000 Session Sizzles (5 Available)
- ☐ \$1,000 NILA Conference Website Banner
- ☐ \$500 Stickers
- ☐ \$500 Promotional Slide (2 Available)

SUPPORT NILA

Participant Travel Sponsor

- ☐ \$6,000
- ☐ \$3,000
- ☐ \$1,000

SHPE Chapter Sponsor

- ☐ \$3,000
- ☐ \$1,500
- ☐ \$500

Upon receipt of the signed commitment form, an invoice will be sent to the billing contact with online payment options through a secured portal. All invoices sent to billing contact will require payment. If cancellation is requested prior to payment completion, the 25% cancellation fee will still be collected.

PAYMENTS BY MAIL REMIT CHECK TO — SOCIETY OF HISPANIC PROFESSIONAL ENGINEERS, PO Box 450970, Laredo, TX 78045

PLEASE SUBMIT SIGNED FORM TO — PARTNERSHIPS@SHPE.ORG

Payment must be received by 07/12/2025. A 25% late fee will be applied to all invoices paid after 07/12/2025. All sales are final.

Thank You to Our 2024-2025 IPCs

3M Science.
Applied to Life.™

Abbott

accenture

AFRL
FOR AIR FORCE RESEARCH LABORATORY

AIR PRODUCTS

amazon

AMERICA'S NAVY

AMERICAN EXPRESS

Amsted INDUSTRIES

Ansys



ASML

BAE SYSTEMS

BANK OF AMERICA



BOEING

Boston Scientific

cadence

Capital One

Cargill

Carrier

CATERPILLAR

the human energy company
Chevron



danaher

DELTA

DISCOVER

Dominion Energy

DOW

DUPONT

EATON
Powering Business Worldwide



Lilly

ExxonMobil

Ford

GE Aerospace

GE VERNOVA

GENERAL DYNAMICS



Google

GRANITE

Henkel

HII

Honeywell



IBM

IR Ingersoll Rand

intel

Jacobs

JOHN DEERE

Johnson & Johnson

Lam RESEARCH

leidos

Lenovo

LOCKHEED MARTIN

Medtronic

Micron

Microsoft



NASCAR

NORTHROP GRUMMAN

NUCOR



PEPSICO

Qualcomm

Rockwell Automation

RTX
COLLINS AEROSPACE | PRATT & WHITNEY | RAYTHEON

SoCalGas
Semptra Energy utility



TEXAS INSTRUMENTS



VEOLIA

Wabtec CORPORATION

WELLS FARGO

WOODWARD



Sponsorship AGREEMENT

This Sponsorship Agreement is made by and between Society of Hispanic Professional Engineers (“SHPE”), a California nonprofit corporation that is tax-exempt and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the organization (“Sponsor”) listed in the prospectus (the “Sponsorship Commitment Form,” and with this Sponsorship Agreement, the “Agreement”) and is effective as of the date of Sponsor’s execution of the Sponsorship Commitment Form. By signing the Sponsorship Commitment Form, Sponsor agrees to be bound by the terms and conditions hereunder.

In consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Sponsorship Benefits. Sponsor will receive the benefits as specified in the Sponsorship Commitment Form.

A-Sponsor Recognition. To the extent that the benefits offered include recognition of Sponsor, Sponsor will be recognized as a sponsor of SHPE consistent with “qualified sponsorship” rules set forth in § 513(i) of the Internal Revenue Code (the “Code”). Such recognition shall not include general “advertising” information as defined in § 513(i) of the Code.

B-Speaking Opportunities. To the extent that Sponsor will be offered an opportunity to present at a SHPE workshop or webinar, Sponsor agrees that the proposed content must be approved by SHPE in advance, in SHPE’s sole discretion, to ensure that such content meets SHPE’s curriculum needs and is consistent with its tax-exempt purposes. Sponsor also agrees not to use any speaking opportunity at a SHPE event to advertise or sell its products or services.

2 Sponsorship Fee. In consideration for the benefits provided in this Agreement, Sponsor shall pay to SHPE a payment(s) in the amount specified in the Sponsorship Commitment Form (the “Sponsorship Fee”) by the date(s) specified in the Sponsorship Commitment Form.

3 SHPE Intellectual Property.

A-License of SHPE Trademarks. Sponsor is hereby granted during the term of the Agreement a limited, non-exclusive, non-transferable non-sublicenseable license to use SHPE’s name and trademarks (the “SHPE Trademarks”) solely for purposes of identifying itself as a sponsor of SHPE. Sponsor may not use any of the SHPE Trademarks in any manner that implies that SHPE endorses or guarantees the quality or safety of Sponsor’s products, services, or activities. Sponsor agrees that it shall not use, or permit any person or entity to use, the SHPE Trademarks, or any portion thereof, without the prior written consent of SHPE. Sponsor may not create any combination name or trademark with the SHPE Trademarks. SHPE may immediately terminate, in whole or with respect to a specific use, Sponsor’s right to use the SHPE Trademarks if SHPE reasonably believes that any such use dilutes, diminishes, or blurs the value of any of the SHPE Trademarks or does not comply with SHPE’s usage policies.

B-Use of Student Résumés. To the extent that SHPE provides résumés of SHPE event participants or members pursuant to this Agreement, (the “Résumés”), Sponsor shall use the Résumés solely for purposes of assessing whether Sponsor would like to interview such individuals for positions at Sponsor’s organization during the specific event specified above, interviewing such individuals, and/or providing guidance to such students as requested regarding their Résumés. Sponsor shall not use the Résumés, or any information contained therein, for any other purpose and shall not disclose the Résumés, or any information contained therein, to anyone outside of Sponsor’s organization. Such restrictions shall not apply to information pertaining to any individual who Sponsor hires for a position within its organization.

4 Sponsor Intellectual Property. Sponsor hereby grants to SHPE a limited, non-exclusive, non-sublicenseable license to use certain of Sponsor’s intellectual property, including names, trademarks, and copyrights (collectively, the “Sponsor Trademarks”) solely to identify Sponsor as a sponsor of SHPE, and to perform SHPE’s obligations as specified herein. Sponsor may immediately terminate, in whole or with respect to a specific use, SHPE’s right to use the Sponsor Trademarks if it is reasonable to believe that such use dilutes, diminishes, or blurs the value of the Sponsor Trademarks or if such use does not comply with Sponsor’s usage policies.

5 Representations and Warranties. Each party represents and warrants that it shall comply with all laws applicable to this Agreement and all activities contemplated by this Agreement, and each party represents and warrants that its trademarks do not infringe the trademarks or trade names or other intellectual property rights of any third party.

Each party shall obtain all necessary rights and permissions prior to providing any personal data to the other party, and each party represents and warrants that it shall comply with all applicable privacy and personal data laws with respect to any personal data collected or obtained in connection with this Agreement.

6 Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the time specified in the Sponsorship Commitment Form, unless earlier terminated pursuant to Section 7.

7 Termination.

A-SHPE may terminate this Agreement for material breach of this Agreement, provided that SHPE shall first notify Sponsor in writing of the breach and provide 30 days for Sponsor to cure the breach.

B-Sponsor may terminate this Agreement as specified in the Sponsorship Commitment Form.

8 Effect of Termination. Upon termination or expiration of this Agreement, each party shall immediately cease utilization of the other party’s trademarks. Any termination of this Agreement shall not release a party from paying any fees owed to the other party for any periods prior to or after termination.

- 9 Indemnification.** Sponsor acknowledges that SHPE shall not have any responsibility or liability for any losses, damages, and claims arising out of Sponsor's activities in connection with the benefits provided herein. To the greatest extent possible by law, Sponsor shall indemnify, defend, and hold SHPE and its officers, directors, employees, contractors, or agents harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or in connection with (i) any negligent act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) breach of any representation and warranty made by Sponsor in this Agreement; and/or (iii) a claim that the Sponsor Trademarks infringes or violates any patents, copyrights, trade secrets, licenses, or other intellectual property rights of any third party.

These indemnification obligations shall continue beyond the termination or expiration of this Agreement.

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- 11 Relationship of Parties.** The parties are strictly independent contractors. No other relationship is intended, implied, or authorized, including without limitation that of joint venture, lessor-lessee, principal-agent, or seller-purchaser. Neither party shall have the authority to enter into any agreements for or on behalf of the other. SHPE shall have no authority to make any representations or warranties to any third-party concerning Sponsor's services and activities.

- 12 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in the state or federal courts located in Los Angeles, California. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in the state of California.

- 13 Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

- 14 Entire Understanding.** The terms of this Agreement along with the Sponsorship Commitment Form, which is incorporated by reference herein, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.



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13181 Crossroads Parkway North, Suite 220
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P: 323.725.3970 | F: 323.725.0316

partnerships@shpe.org
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