



FOUNDATION

FOUNDATION SPONSORSHIP AGREEMENT

Johnson & Johnson Foundation Inc. (the "Sponsor") is pleased to grant _____ with funding in the amount of \$_____ , on _____ for the purpose of _____. The mission of Recipient, the purpose of the Conference or Event and details of the sponsorship are described in the attached _____ (Attachment A). The purpose of this agreement is to set forth the terms and conditions pursuant to which the Sponsor shall provide this funding.

In consideration of the mutual promises and covenants contained in this agreement (the "Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we agree as follows:

1. Term of Agreement. The term of this Agreement shall begin on _____ and shall end on _____ ; provided, however, that the provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18 shall survive termination of this Agreement.
2. Sponsorship. The Sponsorship proceeds shall be used by Recipient strictly for the Conference or Event. The contribution of \$_____ will allow the Sponsor to be the exclusive sponsor of the event (if applicable).
 - a) As a sponsor of Conference or Event, Sponsor shall receive the following benefits:
[List benefits associated with sponsorship].
 - b) Sponsor is offered the opportunity to participate in the Conference or Event however, nothing in this Agreement shall give Sponsor any rights to control the content of the Conference or Event or other Conference or Event participants, speakers, settings or any other aspect of the Conference or Event.
 - c) Sponsorship proceeds are in no way intended to induce or otherwise encourage use of Sponsor's products.
3. Grant of Licenses.
 - a) Sponsor Marks

- i. Sponsor hereby grants to Recipient a limited, non-exclusive, non-transferable license to use its name and logos set forth in the attached Exhibit A (“Sponsor Marks”) during the term of this Agreement solely for acknowledging Sponsor’s sponsorship as set forth herein.
- ii. Sponsor represents and warrants that it and its affiliates own the Sponsor Marks and that Recipient’s use of such marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party.
- iii. Recipient acknowledges and agrees that Sponsor and its affiliates are the exclusive owners of all right, title and interest in and to the Sponsor Marks and that any goodwill derived through the use of Sponsor Marks by Recipient pursuant to the terms of this Agreement shall inure to the sole benefit of Sponsor and its affiliates. Recipient shall at all times recognize the ownership and validity of the Sponsor Marks and shall not, during the term of this Agreement or thereafter, challenge such ownership and validity, or use or attempt to register any confusingly similar trademarks.
- iv. Recipient agrees that any use of the Sponsor Marks shall be subject to Sponsor’s prior written approval in its sole and absolute discretion.

b) Recipient Marks

- i. Recipient hereby grants to Sponsor a limited, non-exclusive, non-transferable license to use the Recipient’s name and logos set forth in the attached Exhibit B (“Recipient Marks”) during the term of this Agreement solely for acknowledging Sponsor’s sponsorship as set forth herein.
- ii. Recipient represents and warrants that it and its affiliates own the Recipient Marks and that Sponsor’s use of such Marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party.
- iii. Sponsor acknowledges and agrees that Recipient and its affiliates are the exclusive owners of all right, title and interest in and to the Recipient Marks and that any goodwill derived through the use of Recipient Marks by Sponsor pursuant to the terms of this Agreement shall inure to the sole benefit of Recipient and its affiliates. Sponsor shall at all times recognize the ownership and validity of the Recipient Marks and shall not, during the term of this Agreement or thereafter, challenge such ownership and validity, or use or attempt to register any confusingly similar trademarks.

- iv. Sponsor agrees that any use of the Recipient Marks shall be subject to Recipient's prior written approval in its sole and absolute discretion.
- 4. **No Endorsement**. It is expressly agreed and understood by the parties that no activities performed in connection with this agreement shall include, suggest or imply an endorsement by Sponsor of Recipient or any entity, organization, company or individual affiliated with Recipient.
- 5. **Compliance with Law and No Political Activity**. Each party shall comply with all laws applicable to its performance under this Agreement. The parties agree that neither party shall conduct itself in any manner in connection with the above funding that may constitute participation or intervention in a political campaign or the endorsement or opposition of a candidate for public office.
- 6. **Transparency**. Recipient represents that it will provide transparency to third parties as required by any laws or applicable codes in regards to the funding, sponsorship or other support received from the Sponsor pursuant to this Agreement. Sponsor may at its discretion publicly disclose the details of the sponsorship, including but not limited to the nature and value of the sponsorship.
- 7. **Anti-Corruption**. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (including the U.S. Foreign Corrupt Practices Act, collectively "Anti-Corruption Laws") that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.
- 8. **Fair Market Value**. Recipient represents that the fees paid by Sponsor represent fair market value for the costs associated with organizing the Conference that the costs do not include any amounts paid in contravention of the FCPA or laws applicable to payment of travel and accommodations for government officials. Recipient further represents that it is not receiving payment from other sources for the budgeted expenses that Sponsor has agreed to cover.
- 9. **No Exclusivity**. During the term of this Agreement, Recipient shall have the right to contract with other corporate sponsors in competing industries and within the same sectors of competing industries in connection with the Conference.
- 10. **Confidentiality**. Each party agrees to hold in strict confidence, during and for three years after the term of this Agreement, all information, material, and data that have been disclosed one to the other during the term of this Agreement and are marked

“Confidential,” including the terms of this Agreement. Each party agrees that it will not use any such confidential information of the other parties for any purpose not directly associated with the former party’s obligations hereunder, without prior approval from the other parties; provided, however, that each party may disclose such information without prior approval if required by law or court order.

11. Indemnification. Each of Recipient and Sponsor (in either case, the “Indemnitor”) agrees to indemnify and hold harmless the other party (the “Indemnitee”) from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys’ fees) whatsoever brought by a third party against, or incurred by, the Indemnitee arising from: a) the negligence, intentional or willful misconduct of the Indemnitor; b) Indemnitor’s performance or failure to perform pursuant to this Agreement; or c) the use of Indemnitor’s trademarks pursuant to the terms and conditions in Section 3 of this Agreement.
12. Relationship of Parties. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. Neither party shall have the right or authority to, nor shall either party attempt to enter into any contract, commitment or agreement or incur any debt or liability of any nature, in the name, or on behalf, of the other party.
13. Assignment. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party. Any attempt to assign this Agreement in contravention of this Section 13 shall be void and of no force and effect.
14. No Third Party Beneficiaries. This Agreement inures to the benefit of Recipient and Sponsor only, and no third party shall enjoy the benefits of the Agreement nor shall have any rights under it, except as expressly provided herein.
15. Force Majeure. Neither Sponsor nor Recipient shall be deemed to be in default of any provision of the Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control (a “Force Majeure Event”) for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to acts of God, civil or military authority, terrorism, civil disturbance, wars, strikes, fires, other catastrophes, labor disputes or other events beyond either party’s reasonable control.
16. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the parties’ decision to enter into this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the

arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in New Jersey, and the arbitrators shall apply the substantive law of New Jersey except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrators shall not award either party punitive damages and the parties shall be deemed to have waived any right to such damages.

17. Severability. In the event that any portion of this Agreement is determined to be invalid, illegal or unenforceable under any applicable law, such provision will be fully severable and the Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or its severance from the Agreement.
18. Notice. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five business days following deposit in the United States mail, postage prepaid, registered or certified. All notices shall be forwarded to each party as follows:

If to Sponsor:

_____ [Name of J&J Contact]

_____ [J&J Entity of J&J Contact]

_____ [Mailing Address of J&J Contact]

If to Recipient:

_____ [Recipient Contact]

_____ [Recipient Entity]

_____ [Mailing Address of Recipient]

19. Entire Agreement. This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
20. Authority. The signatories to this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement and have full power and authority to sign for and bind their respective organizations.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

Please confirm your acceptance of and agreement to the above terms, by signing in the place indicated below. We thank you for the opportunity to support the Conference and look forward to working together.

Very truly yours,

Johnson & Johnson Foundation Inc.

Name: _____

Signature: _____

Title: _____

Date: _____

AGREED AND ACCEPTED:

_____ [Recipient]

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A – SPONSOR MARKS

JOHNSON & JOHNSON



Note: Johnson & Johnson Logo to be shown in PMS 143 (red), black, white or PMS Process Blue.

EXHIBIT B – RECIPIENT MARKS