

## SPONSORSHIP AGREEMENT

This Agreement is made as of the [DAY] day of [MONTH], [YEAR]

<b>Between: EXPORT DEVELOPMENT CANADA</b> 150 Slater Street Ottawa, Ontario K1A 1K3 <b>(herein referred to as “EDC”)</b>	<b>And: COMPANY NAME</b> ADDRESS CITY, PROVINCE POSTAL CODE <b>(herein referred to as the “Sponsor”) )</b>
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**THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

### 1. OBJECTIVE

EDC and the Sponsor) have agreed to enter into a sponsorship agreement (the “Agreement”), the deliverables of which are described in the attached Schedule “A”.

### 2. TERM

This Agreement is effective as of the COMMENCEMENT DATE and shall continue until the TERMINATION DATE, both as set out in Schedule “A”.

### 3. INTELLECTUAL PROPERTY

The Sponsor) agrees not to use EDC’s name, acronym and/or logo without seeking EDC’s prior written approval.

### 4. RELATIONSHIP BETWEEN THE PARTIES

Neither this Agreement nor its performance shall be interpreted so as to create any partnership or joint venture relationship between the parties. Neither party shall have any authority to assume or create any obligation whatsoever, expressed or implied, in the name of the other party nor to bind the other party in any manner whatsoever.

### 5. CONFIDENTIALITY

Subject to the provisions of law, regulation or instruments thereunder or in connection with any legal proceedings, EDC and the Sponsor) and their respective officers, directors, employees and agents shall treat as confidential, during and after the Term, any information or document concerning the affairs of EDC and the Sponsor). The Sponsor) acknowledges that any information provided to EDC in connection with of this Agreement may be subject to the *Access to Information Act*.

### 6. LEGAL EFFECT

No amendment, waiver or termination of this Agreement shall be binding on the parties unless same is in writing and signed by all of the parties. Neither this Agreement nor any rights or obligations of either of the parties under this Agreement may be assigned by either of the parties. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives and has been duly executed by the parties hereto:

<b>EDC</b>	<b>The Sponsor)</b>
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**SCHEDULE “A”**

<b><u>Description of Objectives</u></b>	
<b>Term:</b> a) <b><u>Commencement Date</u></b> b) <b><u>Termination Date</u></b>	 <b>[DATE]</b>  <b>[DATE]</b>
<b><u>Description of Deliverables</u></b> a) EDC  b) Sponsoree	a) i) <b>Financial support by EDC:</b> ii) <b>In-kind contributions by EDC:</b>  b)  Note: The amounts set out herein are: a) in <b>Canadian funds</b> unless otherwise specified herein; and b) exclusive of any sales, goods and services, excise, value added or similar taxes of any kind, whether of federal or other jurisdictional level.
<b><u>Invoices</u></b>  All invoices shall reference the above purchase order number and shall be sent to:	Accounts Payable <b>Export Development Canada</b> 150 Slater Street Ottawa, Ontario K1A 1K3
<b><u>Payment Terms</u></b>	The Sponsoree shall register as a Supplier to EDC on EDC’s website: <a href="http://www.edc.ca/suppliers">www.edc.ca/suppliers</a> EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in <b>Canadian funds</b> unless otherwise specified above.