

SPONSORSHIP AGREEMENT

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

BETWEEN: **EXPORT DEVELOPMENT CANADA**
150 Slater Street
Ottawa, Ontario
K1A 1K3
(herein referred to as “EDC”)

AND: **COMPANY NAME**
ADDRESS
CITY, PROVINCE
POSTAL CODE
(herein referred to as the “Sponsoree”)

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 Sponsoree have agreed to enter into a sponsorship agreement (the “Agreement”), the objectives of which are described in the attached Schedule “A”. This Agreement is not meant to be restrictive as other activities outside of this Agreement may be developed by the parties. The intent of this Agreement is to provide a clear understanding of the contributions and obligations of each party under this Agreement.

2. DELIVERABLES

Each party will provide the deliverables described in the attached Schedule “A” (the “Deliverables”).

3. TERM

This Agreement is effective as of the date set out in Schedule “A” referred to as the “Commencement Date” and, subject to the provisions for termination as hereinafter provided, shall continue until the date set out in Schedule “A” referred to as the “Termination Date” (the “Term”). Should the parties wish to renew or extend the provision of this Agreement past the Termination Date, the parties shall enter into a new Sponsorship Agreement with a new purchase order number.

4. TERMINATION

- (a) This Agreement shall terminate at the end of the Term except as otherwise set out in this Section. Either party may terminate this agreement, at any time before the end of the Term, for convenience, upon fourteen (14) days written notice to the other party.

- (b) EDC may also, at any time before the end of the Term, immediately terminate this Agreement upon written notice to the Sponsoree if: (a) the Sponsoree becomes insolvent or is made the subject of bankruptcy, conservatorship, receivership or similar proceeding; (b) the Sponsoree changes its vocation or its objects such that EDC would no longer wish to provide support to the Sponsoree; or (c) the Sponsoree breaches any provision of this Agreement or the Schedules attached hereto.
- (c) If this Agreement is terminated for convenience under Section 4(a) or (b), upon termination, all benefits accruing to EDC and all payments and support to be made by EDC as set out in Schedule "A" shall also terminate. If this Agreement is terminated under Section 4(c) upon termination, for every item not completed to the satisfaction of EDC pursuant to this Agreement, five percent (5%) of the financial support provided in Schedule "A" will be retained by EDC or reimbursed by the Sponsoree within thirty (30) days following termination of the Agreement, and all other payments or support to be made by EDC as set out in Schedule "A" shall also terminate.

5. ADDITIONAL SPONSORS

Subject to Section 4 herein, the Sponsoree agrees to advise EDC at least thirty (30) days prior to entering into an agreement with any additional sponsor so as to allow EDC to ascertain its continued involvement under this Agreement.

6. INTELLECTUAL PROPERTY

- (a) The Sponsoree acknowledges that it shall have no ownership interest in any advertising, Trade marks, Official marks, logos or other materials prepared or owned by EDC and no ownership interest in all goodwill associated with such rights.
- (b) The Sponsoree agrees not to use EDC's name, Trade marks, Official marks, acronym and/or logo without seeking EDC's prior written approval (the "Approval"). In each case, the Sponsoree's request shall indicate the proposed use, position and visibility of EDC's name, Trade marks, Official marks, acronym and/or logo. Each Approval shall be effective and valid only for the Term referred to in Section 3 herein. These Approvals shall not be interpreted as constituting an assignment of intellectual property rights, nor as granting any interest in the intellectual property rights by license, in favour of the Sponsoree or in favour of any other of the Sponsoree members under this Agreement.
- (c) The Sponsoree shall not copy, use, display, disseminate or authorize to be copied, used, displayed or disseminated any programs, products, written or printed material of any kind which contain any Trade marks, Official marks or copyright material of EDC or any marks or works associated with EDC's products in respect of which EDC claims copyright or trademark rights, without EDC's prior express written approval with respect to such copy, use, display or dissemination. All such permitted activities shall clearly indicate that EDC is the owner of any trademarks and/or copyright and the use, display or dissemination of any trademarks shall only appear in any acceptable form as determined from time to time by EDC in its sole discretion.

7. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the parties is that of independent contractors. Neither this Agreement nor the performance of any of the terms of this Agreement 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.

8. CONFIDENTIALITY

Subject to the provisions of law, regulation or instruments thereunder or in connection with any legal proceedings, EDC and the Sponsoree 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 Sponsoree the other of which it comes into possession or by reason of this Agreement, and shall not disclose either directly or indirectly any such information or document to any person, firm or corporation without first obtaining written permission from the other party. Furthermore, the Sponsoree agrees to execute and abide by the confidentiality agreement in the form attached hereto as Schedule "B" (the "Confidentiality Agreement").

9. ACCESS TO INFORMATION

The Sponsoree acknowledges that any information provided to EDC in connection with of this Agreement may be subject to the *Access to Information Act*.

10. AMENDMENTS

No amendment, supplement, modification, waiver or termination (subject to termination in case of a default of a party in accordance with Section 4) of this Agreement shall be binding on the parties unless same is in writing and signed by all of the parties.

11. WAIVER

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek a remedy for any breach by any other party of any provision of this Agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.

12. APPLICABLE LAW

The validity and interpretation of this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and Canadian federal laws applicable therein. The parties hereby consent and attorn to the jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them on or in connection with this Agreement or any alleged breach thereof.

13. COUNTERPARTS AND EXECUTION BY FAX

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this Agreement by any of the parties may be evidenced by way of a faxed transmission of such party's signature (which signature may be by separate counterpart), or a photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such party to this Agreement.

14. ASSIGNABILITY

Neither this Agreement nor any rights or obligations of either of the parties under this Agreement may be assigned by either of the parties.

15. BINDING EFFECT

This Agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

16. COMMUNICATION

The parties agree that all communications between them in respect of this Agreement must be conducted through the following personnel, namely:

| | | | |
|---------------------------|--------|------|-------|
| For the Sponsoree: | Name: | Tel. | () - |
| | Title: | Fax | () - |

| | | | |
|-----------------|--------|------|-------|
| For EDC: | Name: | Tel. | () - |
| | Title: | Fax | () - |

Either party may at any time designate different personnel than those set out above by giving written notice to the other party.

THE PARTIES have duly executed this Sponsorship Agreement as of the date written on the first page of this Agreement.

SPONSOREE

By: _____
Name:
Title:
Date:

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

SCHEDULE “A”

| | |
|--|--|
| <u>Description of Objectives</u> | |
| Term: a) <u>Commencement Date</u> b) <u>Termination Date</u> | [DATE] [DATE] |
| <u>Description of Deliverables</u> a) EDC b) Sponsoree | a) i) Financial support by EDC: ii) In-kind contributions by EDC: b) Note: The amounts set out herein are: a) in Canadian funds 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. |
| <u>Invoices</u> All invoices shall reference the above purchase order number and shall be sent to: | Accounts Payable Export Development Canada 150 Slater Street Ottawa, Ontario K1A 1K3 accountspayable@edc.ca |
| <u>Payment Terms</u> | EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in Canadian funds unless otherwise specified above. |

SCHEDULE “B”

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT forms part of the agreement it is attached to (the “Agreement”) as Schedule “B”.

Both EDC and the Supplier may disclose information to one another which they each desire that the other hold in confidence in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement.

As a result the parties agree that:

1. Except as otherwise provided in this CONFIDENTIALITY AGREEMENT, the party receiving confidential information (the “Recipient”) will neither:
 - (a) release to any person other than its employees, officers and directors, agents, auditors, advisors, legal counsel and, in the case of EDC, its sole shareholder (collectively, the “Representatives”) who, except in the case of EDC's sole shareholder and without compromising the disclosure of information required for employees’ normal use of internal information systems, need to know such information for the purpose of fulfilling the terms and conditions of the Agreement (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement); nor
 - (b) use in any manner not connected with the Agreement, any non-public information, received from the party disclosing confidential information (the “Disclosing Party”) pertaining to the Agreement (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the Recipient (“Confidential Information”).
2. The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.
3. This CONFIDENTIALITY AGREEMENT shall not apply to any Confidential Information which is:
 - (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings;
 - (b) furnished by EDC to the Auditor General of Canada;
 - (c) disclosed by a Party or its Representatives pursuant to the requirements of Canada’s or EDC’s international commitments;
 - (d) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction);
 - (e) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the

extent that in making such information public, the Recipient was not in breach of this Agreement;

- (f) independently developed by the Recipient;
- (g) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement;
- (h) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information;
- (i) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; or
- (j) required to be disclosed pursuant to EDC's Disclosure Policy. Nothing in this CONFIDENTIALITY AGREEMENT shall prohibit EDC's disclosure, following the signing of the Agreement, of the following information: the name of the Supplier, the amount of the total fees paid by EDC to the Supplier under the Agreement; and a general description of the Services and Deliverables;

and any such information shall be deemed not to be Confidential Information for the purpose this CONFIDENTIALITY AGREEMENT; provided that if any portion of the Confidential Information falls within any one of the above exceptions, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section 1.

4. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section 3 only because such item or detail is generally referred to in more general information that falls within such exception.
5. The parties consent to the Recipient's non-exclusive use of e-mail and fax transmission for any disclosure of Confidential Information that is allowed by the terms of this CONFIDENTIALITY AGREEMENT and agree that unauthorized third party interception of Confidential Information so transmitted will not constitute a breach of the Recipient's obligations under this CONFIDENTIALITY AGREEMENT. For greater certainty, this Section is not intended to limit disclosure by any other means.
6. The Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this CONFIDENTIALITY AGREEMENT. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this CONFIDENTIALITY AGREEMENT.
7. The parties agree that the party which has suffered or would suffer by the breach of this CONFIDENTIALITY AGREEMENT by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, EDC is not waiving any rights which it may have pursuant to applicable law.
8. All documents, drawing, spreadsheets, data and writings (including electronic materials) disclosing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this

CONFIDENTIALITY AGREEMENT shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to EDC in connection with transactions entered into by EDC including any financing, insurance or other arrangements whatsoever. The Parties' obligation to protect Confidential Information in accordance with this CONFIDENTIALITY AGREEMENT shall survive such return or destruction of the Confidential Information and shall subsist until the date determined under Section 9.

9. This CONFIDENTIALITY AGREEMENT constitutes the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this CONFIDENTIALITY AGREEMENT, agree that this CONFIDENTIALITY AGREEMENT shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
10. This CONFIDENTIALITY AGREEMENT may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this CONFIDENTIALITY AGREEMENT shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this CONFIDENTIALITY AGREEMENT for one year by written notice (by fax or otherwise) to the other party, which notice shall be effective upon receipt.

The parties hereto have each executed this CONFIDENTIALITY AGREEMENT by their respective duly authorized officers.

SPONSOREE

By: _____
Name:
Title:
Date:

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: