

SPONSORSHIP AGREEMENT

BETWEEN:	EXPORT DEVELOPMENT CANADA (“EDC”)	AND:	SPONSOREE’S LEGAL NAME (the “Sponsoree”).
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1.	OBJECTIVE, TERM AND DELIVERABLES
1.1	EDC and the Sponsoree have agreed to enter into this sponsorship agreement (the “Agreement”), the objectives of which are described in the attached Schedule “A”.
1.2	This Agreement is effective as of the “Effective Date” set out in Schedule “A” and, subject to the early termination provisions hereunder, shall continue until the “Termination Date” set out in Schedule “A” (the “Term”).
1.3	In satisfaction of its obligations hereunder, each party will provide the Deliverables described in 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.	TERMINATION
2.1	This Agreement shall terminate at the end of the Term except as otherwise set out in this Section 2. 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.
2.2	EDC may also, at any time before the end of the Term, immediately terminate this Agreement upon written notice to the Sponsoree if: <ul style="list-style-type: none"> (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.
2.3	If this Agreement is terminated early pursuant to Section 2, 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.
3.	ADDITIONAL SPONSORS
3.1	Subject to Section 2 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.
4.	INTELLECTUAL PROPERTY
4.1	Intellectual Property Rights (“IP Rights”) means all intellectual and industrial property rights of EDC which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, Official marks, know-how, trade secrets and confidential information, and other proprietary rights.
4.2	The Sponsoree agrees not to copy, use, display, disseminate or authorize to be copied, used, displayed or disseminated any information over which EDC has IP Rights without seeking EDC’s prior written approval (the “Approval”). All such permitted activities shall clearly indicate that EDC is the owner of the IP Rights and the use, display or dissemination of such proprietary information shall only appear in an acceptable form as determined from time-to-time by EDC in its sole discretion. Each Approval shall be effective and valid only for the Term referred to in Section 1 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 person, partnership, firm or corporation.
5.	RELATIONSHIP BETWEEN THE PARTIES
5.1	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.

6.	CONFIDENTIALITY
6.1	“Confidential Information” shall mean (i) any non-public, proprietary or confidential information relating to a Party or its affiliates, third party Sponsors, or contractors; (ii) Customer Information; (iii) personal information; (iv) any information about, and any discussions relating to, this Agreement, including its existence and terms and conditions; or (v) any document, electronic record, note, extract or analysis recalling or recording information which is or derives from information described under (i) to (iv).
6.2	Subject to the provisions of law, regulation or instruments thereunder, or in connection with any legal proceedings, any requests made under the <i>Access to Information Act</i> , or EDC’s or the Government of Canada’s international commitments, and except as required by any governmental agency or regulatory authority, EDC and the Sponsee (each a “Recipient”) and their respective officers, directors, employees and agents shall treat as confidential, during and after the Term, any Confidential Information of which it comes into possession by reason of this Agreement, and shall not disclose either directly or indirectly, or use in any manner not connected with this Agreement, any such information or document without first obtaining written permission from the other party (the “Disclosing Party”). Neither party shall release to any person other than its employees, officers, directors, agents, auditors, advisors, legal counsel and, in the case of EDC, its sole shareholder, who need to know such information for the purposes of fulfilling the terms of this Agreement and who have been directed to treat such information confidentially in accordance with this Section 6.
6.3	The parties shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial entity acting reasonably under similar circumstances would exercise in relation to its own confidential information.
6.4	Confidential Information shall not include information that is: (a) independently developed by the Recipient; (b) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party under this Agreement; (c) 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 such disclosure; (d) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; and (e) required to be disclosed by EDC pursuant to its Disclosure Policy.
6.5	If the Sponsee (a) does not comply or suspects that it has not complied with a confidentiality provision in this Agreement; or (b) becomes aware of or reasonably suspects any potential or actual unauthorized or unlawful collection, access, use, disclosure or disposition of Confidential Information, personal information (as defined under the Privacy Act, R.S.C., 1985, c. P-21), or EDC’s customer information in connection with this Agreement (either of the events described in (a) or (b), the “Incident”), the Sponsee must: <ul style="list-style-type: none"> (i) Immediately (no later than 24 hours) notify EDC’s Compliance and Ethics Team by email at InformationIncident@edc.ca of the particulars of the Incident (including how and when the Incident occurred), such notification to continue as details become available; (ii) Immediately preserve and protect all evidence that relates to the Incident; (iii) In a timely manner take all steps, including retaining third parties, to: <ul style="list-style-type: none"> a. Mitigate the impact of the incident; b. Prevent a subsequent occurrence of a similar incident; c. Otherwise cooperate with EDC to resolve the incident; and (iv) If directed by EDC, notify the parties who are affected by the Incident.
6.6	In the event of an unauthorized disclosure, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this 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 provision.
6.7	Upon written request by EDC, the Sponsee shall promptly return all documents, spreadsheets, drawings, information and data (whether written, unwritten or in electronic format) containing Confidential Information to EDC. Any copies made by the Sponsee of any such documents shall be destroyed in accordance with EDC’s destruction procedure.
6.8	Unless terminated earlier by mutual agreement, the parties’ confidentiality obligations under this Section 6 shall survive the termination of this Agreement for a period of three (3) years from the Effective Date. On a single occasion, at any time before their expiration or termination, either party may extend the obligations under this confidentiality provision for one year by written notice (by email, fax or otherwise) to the other party, which notice shall be effective upon receipt.

7.	INDEMNITY
7.1	The Sponsoree undertakes to indemnify, defend and save harmless EDC and its directors, officers, employees, agents and other representatives from and against all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from: (a) the negligent or wilful acts or omissions of the Sponsoree, its subcontractors, or the respective employees and/or agents of the Sponsoree and any subcontractor, arising in connection with this Agreement; and (b) any and all breaches by the Sponsoree of this Agreement.
8.	ACCESS TO INFORMATION
8.1	The Sponsoree acknowledges that any information provided to EDC in connection with this Agreement may be subject to the <i>Access to Information Act</i> .
9.	SEVERABILITY
9.1	Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.
10.	AMENDMENT AND ASSIGNMENT
10.1	This Agreement may be amended in whole or in part only by the written consent of the parties hereto.
10.2	Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto, and any attempt to do so shall be a breach of this Agreement and shall be void.
11.	ENTIRE AGREEMENT
11.1	This Agreement, together with all the Schedules attached hereto, including all Schedule "A"s executed in accordance herewith and any documents included by reference, as each may be amended from time to time in accordance with their terms, constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement.
11.2	In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any schedule or Schedule "A", the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.
12.	WAIVER
12.1	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.
13.	GOVERNING LAW AND JURISDICTION
13.1	This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Each party irrevocably and unconditionally submits to the exclusive 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 in connection with this Agreement or any alleged breach thereof.
14.	COUNTERPARTS AND EXECUTION BY FAX/EMAIL
14.1	This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.
15.	BINDING EFFECT
15.1	This Agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

16.	ACKNOWLEDGEMENT
16.1	The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

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

SPONSOREE'S LEGAL NAME

By: _____

Name:	
Title:	
Date:	

EXPORT DEVELOPMENT CANADA

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

SCHEDULE "A"

1.	TERM
1.1	The term of this Agreement will begin on [.] (the "Effective Date") and continue until [.] (the "Termination Date"), unless terminated earlier in accordance with Section 2 of the Agreement.
2.	DESCRIPTION OF OBJECTIVES
2.1	By entering into this Agreement and Schedule "A", the parties are seeking to achieve the following Objectives: <u>For EDC:</u> 1. <u>For Sponsoree:</u> 1.
3.	DELIVERABLES
3.1	<u>EDC</u> 1. Financial contributions: 2. In kind contributions: <u>Sponsoree</u> 1. All 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.
4.	CONTACT PERSONNEL
4.1	The following individuals shall be the contact personnel for each of the parties with respect to any matters relating to this Schedule "A". <u>For EDC:</u> <u>For Sponsoree:</u>
5.	INVOICES AND PAYMENT TERMS
5.1	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 EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in Canadian funds unless otherwise specified above.