

SPONSORSHIP CONTRACT

INSTRUCTIONS

Type or print your information, sign, and return via email to BCICTS Conference Director Catherine Shaw, CMP, at cs@cshawevents.com

2023 IEEE BCICTS TECHNOLOGY EXHIBITION SPONSORSHIP CONTRACT

Reserve your Sponsorship package for the IEEE BiCMOS and Compound Semiconductor Integrated Circuits and Technology Symposium Technology Exhibition, to be held at the Monterey Marriott Hotel, Monterey, CA, USA on October 15-18, 2023. We understand this application becomes a contract when signed by us and accepted by Show Management.

Firm Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-Mail _____

PLEASE MARK YOUR RESERVATION CHOICES BELOW

SPONSORSHIP LEVEL (WITHOUT BOOTH/TABLETOP)

Bronze	Silver	Gold	Platinum
\$4,000	\$6,000	\$8,000	\$10,000

BRANDING RECOGNITION OPPORTUNITIES

Branded Conference Notebook: \$2,500

Branded Conference Pens: \$2,000

Branded Hand Sanitizer: \$2,000

TOTAL AMOUNT DUE: _____

Terms and Conditions:

- SPONSORSHIP AMOUNT:** Sponsor shall pay the agreed upon amount for the chosen sponsorship level to IEEE by September 1, 2023.
- ACKNOWLEDGMENT AND USE OF THE SPONSORSHIP AMOUNT:** IEEE shall use the Sponsorship Amount as documented in the BCICTS 2023 Sponsorship Prospectus. The Parties intend for the Sponsorship Amount to qualify as a "qualified sponsorship payment" excluded from the definition of an "unrelated trade or business" under U.S. federal tax law.
- LIMITED LICENSE:** Sponsor hereby grants to IEEE a non-exclusive, non-transferable and royalty-free license to use its name and logo solely for the specific use detailed herein. IEEE agrees and warrants that it will not use or exploit the Sponsor's name or logo in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of the Sponsor or in a manner that is contrary to applicable laws.
- VISUAL IDENTITY:** All IEEE-branded, end-user facing materials for IEEE publications, products, services, conferences, and the like must adhere to the guidelines established by IEEE.
- DATA PROTECTION:** In the event Sponsor processes any personal data on behalf of IEEE in connection with the performance of this Agreement it shall process such personal data in accordance with all applicable laws including, but not limited to, the General Data Protection Regulation. Sponsor shall protect any personal data in accordance with prevailing industry standards, but in no case, should such protection consist of less than reasonable care.
- TERM AND TERMINATION:** The term of this Agreement commences on the Effective Date and ends upon completion of the Event; provided, however, that either Party may terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other Party. In the event of termination, Sponsor will be liable to pay to IEEE, or if already paid, IEEE will be entitled to keep any part of the Sponsorship Amount for which IEEE has already incurred a cost directly related to the Sponsorship.

(Sponsorship Contract continued on next page)

SPONSORSHIP CONTRACT CONTINUED

7. **INDEMNIFICATION:** Each Party agrees to indemnify, defend and hold harmless the other, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by the indemnified Party (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by indemnifying Party pursuant to this Agreement; (b) gross negligence or willful misconduct of indemnifying Party; (c) indemnifying Party's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of indemnifying Party's representations and warranties herein. This provision shall also apply to any and all subcontractors employed by either Party. The terms of this provision shall survive the termination or expiration of this Agreement.
8. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION, EITHER PARTY SHALL ONLY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT DAMAGES IN AMOUNT EQUAL TO (A) ACTUAL DAMAGES OR (B) THE SPONSORSHIP AMOUNT, WHICHEVER IS LESS.
9. **INSURANCE:** For the term of the Agreement, both Parties shall secure and maintain, at their own expense, all insurance necessary to fulfill their respective obligations under this Agreement. Such insurance shall be written by an insurance carrier rated "A" or better by A.M. Best. IEEE has the right, but not the obligation, to request evidence of such insurance.
10. **NON-DISCRIMINATION:** The Sponsor acknowledges that IEEE's reputation and good will require that all persons associated with IEEE undertake the highest degree of legal and ethical conduct and that, among other things, any actual or perceived discrimination, harassment or bullying against any person is expressly prohibited. Sponsor agrees that in the performance of its duties under this Agreement, Sponsor shall maintain an environment free of discrimination, including harassment, bullying, or retaliation. IEEE hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are incorporated by reference.
11. **COMPLIANCE WITH LAWS:** Sponsor represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement.
12. **CONFIDENTIALITY AND OWNERSHIP OF INFORMATION AND OTHER ASSETS:** Neither Party shall disclose to a third party Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. "Confidential Information" as used in this Agreement means information identified by either Party as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably to be treated as confidential and/or proprietary. The terms of this provision shall survive the termination or expiration of this Agreement.
13. **FORCE MAJEURE:** The performance of this Agreement is subject to acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other cause beyond the Parties' control, which make it inadvisable, commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one Party to the other without liability.
Notice: All notices, consents and other communications hereunder shall be made in writing, by email, to Catherine Shaw, CMP, BCICTS Conference Director, at cs@cshawevents.com.
The effective date of communications between the Parties will be determined as follows: Communications sent via email will be considered effective as of the date and time on the email retained by the sender.
For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. However, scanned transmittals of original documents shall constitute signed writings.
14. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of New York. This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The failure of either Party to require strict performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall be binding upon, and inure to the benefit of, IEEE and its successors and assigns. The Sponsor may not assign any of its rights or obligations hereunder without the prior written consent of IEEE.

This Agreement shall not be valid until approved and executed by authorized representatives of both Parties.

PLEASE SIGN AND SUBMIT:

Firm Name _____ Authorized by _____

Print Name _____ Signature _____

IMPORTANT NOTE:

Advertisements must be submitted in press-ready format: A high resolution PDF or EPS with artwork flattened. Please supply your company logo separately in both web (.jpg or .png) and high resolution vector (.ai or .eps) formats.