

SPONSORSHIP TERMS AND CONDITIONS

This Sponsorship Agreement (the "Agreement"), effective _____[date] is entered into by and between The Northern Crops Institute/North Dakota State University (the "University") and _____(the "Sponsor"). On the terms set forth below, University grants to Sponsor certain rights to be a sponsor of the Northern Crops Institute's courses.

1. Sponsor and Exhibitor Rights.

- a. Subject to the terms of this Agreement, University shall provide to Sponsor the sponsorship and/or exhibitor opportunities and the right to display its marks and logo ("Sponsor's Marks"), as more fully described in Exhibit A to this Agreement. [NDSU will need to develop an Exhibit outlining the various sponsorship levels]
- b. The rights granted under this Agreement shall, at all times, comply with and adhere to the limitations pertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4.
- c. University shall have the right to approve the use, design, layout, color, and message content of Sponsor's Marks prior to their application to merchandise or display, such approval shall not to be unreasonably withheld. Sponsor shall deliver to University "camera ready" graphics of each such Sponsor's Mark in a form reasonably acceptable to University.
- d. Sponsor represents and warrants to University that it owns all right, title, and interest (including trademark and other intellectual property rights) in the Sponsor's Marks, and that it has the sole right to display the Sponsor's Marks. Sponsor further represents and warrants that it shall comply with all laws and ordinances applicable to its activities hereunder.
- e. Sponsor shall not use University marks or logos, alone or in combination with Sponsor's Marks, on merchandise, advertisements, promotional materials or otherwise without University's prior written approval, which approval may be granted or withheld by University at its sole discretion.

2. No Endorsement. This Agreement shall not be construed or represented as an endorsement by University of Sponsor or Sponsor's goods or services.

3. Fees. In consideration for the rights granted it in this Agreement, Sponsor shall pay University fees in the amounts designated in Exhibit A.

4. Liability. Sponsor agrees to protect, indemnify and hold harmless the University, its officers, employees, agents and students, from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description or damages to persons or property arising out of or in connection with or occurring during the course of this agreement.

5. Assignment; Amendment. This Agreement and the Sponsor's rights hereunder shall not be assigned by Sponsor without the prior written consent of University. Any assignment made in violation of this Agreement shall be void. Any amendments to this Agreement shall be in writing and executed by both parties.

6. Entire Agreement. This Agreement (including Exhibit A) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement.

7. Severability. If any provision contained herein is declared unenforceable, invalid, or void the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.

8. Governing Law. The laws of the state of North Dakota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

9. No Third Party Beneficiaries. No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities.

10. Independent Contractor. It is expressly understood that University and Sponsor are independent contractors and that neither is the agent, partner, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other and shall not represent to anyone that it has such authority.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first shown above.