SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") is made and entered into as of ____, 2018 ("Effective Date"), by and between [Company Identification] ("Company"), a [Company Identification] corporation with offices located at [Company Identification] ("Company"), and Mayo Clinic, through its Center for Regenerative Medicine, a Minnesota non-profit corporation with its headquarters at 200 1st Street SW, Rochester, Minnesota 55905 ("Mayo").

1. Program. Mayo’s program, as defined herein, provides for the Mayo Clinic Symposium on Regenerative Medicine and Surgery to be held November 29, 2018 through December 1, 2018 at The Westin Kierland Resort and Spa in Scottsdale, Arizona ("Program").

2. Grant and Benefits.

2.1 Grant. Mayo hereby grants to Company and its affiliates, and Company hereby accepts the designation of Gold Level Sponsorship ("Sponsor") during the Term (as defined below). The Program will be referred to as “Mayo Clinic Symposium on Regenerative Medicine & Surgery 2018” in all advertising, promotional or other materials prepared by or for Mayo in connection with Program (the "Materials").

2.2 Benefits. As Sponsor of Program, Mayo grants to Company the sponsorship rights and benefits set forth in Exhibit A attached hereto and such other benefits as the parties mutually agree upon.

3. Fee. In consideration of the rights granted to Company hereunder, the representations and warranties contained herein, and other good and valuable consideration, Company agrees to pay Mayo the sum of $15,000 (the “Fee”), within thirty (30) days of execution of this Agreement, or such other time agreed to by the parties.

4. Responsibilities.

4.1 Company. Company agrees to be responsible for payment of the Fee and any select activities agreed upon by the parties subject to the approval process below.

4.2 Mayo. Mayo agrees that it shall be responsible for all aspects of promotion, administration, exhibition and management of Program.


5.1 Mayo and Company will work together and coordinate efforts related to Materials using Company Identification (defined below) for the Program, which shall be subject to approval in the manner provided herein.

5.2 Mayo acknowledges and agrees that Company has an interest in maintaining and protecting the image and reputation of its name, logos, designs, trademarks and other forms of identification, whether registered or not (collectively, the "Company Identification"), and that the Company Identification must be used in a manner consistent with the standards established by Company and its affiliates. Company hereby grants to Mayo the right to use the Company Identification in the Materials and in connection with Program subject to those standards and to Company’s prior approval of each such use in the manner provided herein. Company acknowledges that all rights in and to the Materials, of any nature (including, without limitation, any copyrights) are owned exclusively by Mayo and that Company shall have no rights to the Materials. Mayo shall have no right to use any such Company Identification or Materials or to create derivative works therefrom after the Term without Company’s prior written consent.

5.3 Mayo shall forward to Company rough visual designs of all Materials using Company Identification created for the Program to Company for approval, which shall not be unreasonably withheld. The Company contact person for approvals is [Company Identification] unless Company provides an alternate contact for approval. Company shall advise Mayo of its approval or disapproval, and the reasons therefore in the case of disapproval, in writing or by email, within five days after receipt of same. In the case of Company’s disapproval, the parties shall work together in good faith to timely modify any such materials so that they are reasonable acceptable to Company. With respect to any modified materials that have been resubmitted, Company shall promptly, and if practicable, within two days of receipt of same, advise Mayo of its approval or disapproval of the resubmission and may not disapprove of the resubmission based on reasons not previously raised with respect to material previously submitted.
5.4 If Company has not specifically disapproved any particular proposed item submitted to it and provided the reason for such disapproval, in writing or by email, to Mayo within the applicable time periods set forth above, the submitted Material shall be deemed to be approved for a period of one year.

6. Term.

6.1 Initial Term. The initial term of this Agreement shall commence as of the Effective Date and shall continue, unless sooner terminated as provided herein, until December 1, 2018 at the close of the Program (the “Initial Term”).

6.2 Renewal Term. In the event that Mayo decides to continue Program (or a comparable program) after expiration of the Initial Term, it shall notify Company in writing within thirty (30) days after making such decision. Company shall be entitled to renew this Agreement, on the same terms and conditions, for an additional term (the “Renewal Term”) by giving Mayo written notice of its intent to renew within forty (45) days after receipt of Mayo’s notice of its decision to continue Program. “Term” as used herein shall be deemed to refer to the Initial Term and the Renewal Term, if any.

7. Compliance with Laws. Mayo shall comply with all local, state and federal laws (including common laws), ordinances, codes, rules and regulations (collectively, “Law”) regarding the Program and Mayo’s obligations and performance under this Agreement. Mayo shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

8. Indemnification. Each party shall indemnify and hold the other harmless from any and all costs, expenses, liability, loss, claims, suits, investigations, inquiries, fines, penalties or damages (including without limitation, reasonable attorneys’ fees and expense) (each, a “Claim”) incurred as a result of the party’s failure to perform in accordance with this Agreement or arising from the negligent or wrongful acts or omissions of the party, its agents or employees in connection with this Agreement.


9.1 If Mayo at any time commits a material breach of any provision of this Agreement, or at any time fails or refuses to fulfill its obligations hereunder, Company may terminate this Agreement forthwith, provided that Mayo shall have a thirty (30) day period in which to cure such breach. If this Agreement is terminated pursuant to this Section, Company shall receive a full refund of any Fee paid.

9.2 If Company at any time commits a material breach of any provision of this Agreement, or at any time fails or refuses to fulfill its obligations hereunder, Mayo may terminate this Agreement forthwith, provided that Company shall have a thirty (30) day period in which to cure such breach. If this Agreement is terminated pursuant to this Section, Mayo may keep the entire Fee paid at the time of termination.

10. Notices. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and shall use one of the following methods of delivery: (a) U.S. recognized overnight courier, with such notice effective at the time delivery is shown in the courier’s records; (b) postage prepaid by U.S. Registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this Section. The proper notice address shall be:

To Mayo:  
Mayo Clinic  
Center for Regenerative Medicine  
Attn: Alissa Cornell  
200 First Street SW  
Rochester, MN 55901  
Phone: 507-293-1187  
Email: COrnell.Alissa@mayo.edu

To Company:  

Phone:  
Email:

11. Confidentiality and Publicity.

11.1 This Agreement and the parties’ dealings under this Agreement, including any payments made by Company, are confidential and shall not be disclosed by either party without the prior written consent of the other.
party, unless such party is under a legal obligation to disclose such information. In such event, the party with the obligation to so disclose shall make reasonable efforts to provide the other party with adequate notice of the required disclosure.

11.2 The timing and content of all public announcements and press releases relating to this Agreement and the transactions contemplated herein shall be subject to the mutual approval of Mayo and Company.

12. **Miscellaneous.**

12.1 This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision shall apply to this Agreement. The exclusive fora for actions between the parties in connection with this Agreement are the District Court of Minnesota sitting in Olmsted County or the United States District Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts. This Agreement is made and performed in the State of Minnesota.

12.2 Except as specifically permitted in this Agreement, Company shall not use the names or trademarks of Mayo or of any of Mayo's affiliated entities in any advertising, publicity, endorsement, or promotion unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 10 business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement.

12.3 It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.

12.4 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that either party may assign this Agreement without the prior written consent of the other party to an affiliate or other entity that controls, is controlled by or is under common control with such party. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

12.5 Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.

12.6 No term or provision of this Agreement may be waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach. This Agreement may not be amended except by a written instrument signed by both parties hereto and expressly declared to be an amendment or modification thereof. The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. The parties acknowledge that they have each had ample opportunity to have this Agreement reviewed and negotiated by competent counsel, and waive any right they may have to interpret a writing against the drafter thereof. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. All rights and obligations herein which are by their nature continuing will survive expiration or termination of this Agreement.

13. **Entire Agreement.**

13.1 This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

13.2 This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by Mayo.
13.3 In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

____________________________________

By: _________________________________
Name: _______________________________
Title: _________________________________
Date: _________________________________

MAYO CLINIC, THROUGH ITS CENTER FOR REGENERATIVE MEDICINE

By: _________________________________
Name: Sherry L. Hubert
Title: Assistant Secretary
Date: _________________________________
Exhibit A
Gold Level Sponsorship Benefits

Mayo will provide the following benefits to Company at the Gold Level Sponsorship ($15,000):

1. Company may choose between attending a special luncheon during the Program in which Company’s approved name and logo shall be featured in the luncheon space on signage or sponsor the internet/wifi for the Program by choosing the access password.
2. Four complimentary registrations to the Program.
3. Premier space to set up an exhibitor booth during the Program.
4. Company’s approved name and logo shall be featured on a full-page program advertisement.
5. Company’s approved name and logo shall be featured on the Program conference bag.
6. Company’s approved name and logo shall be featured on two inserts in the Program conference bag.

Subject to availability, the following additional benefits may be chosen by Company for an additional fee:

- Space to set up an exhibitor booth during the Program. ($4,000)
- Company’s approved name and logo shall be featured on one-quarter page Program advertisement. ($1,500)
- Company’s approved name and logo shall be featured on one insert in the conference bag. ($2,500)
- Company’s approved name and logo shall be featured at charging station(s). ($5,000/station)

**Mayo agrees to provide exhibit space and may acknowledge Company in activity announcements. Mayo reserves the right to assign exhibit space or relocate exhibits at its discretion.

**Mayo reserves the right to refuse exhibit space to Company in the event of nonpayment or Code of Conduct violation.