



Sponsorship Agreement

Please download to your desktop for proper signing.

Organization Information

Company Name:

Address:

City, Province:

Postal Code:

Primary Contact:

Title:

Email:

Telephone:

Choose Sponsorship Level

Diamond.....\$20,000

Platinum.....\$15,000

Gold.....\$8,000

Silver.....\$4,000

Customized Option:

Price:

Terms of Agreement

This Sponsorship Agreement (the "Agreement") is made as of

Between: CAPIC Canadian Association of Professional Immigration Consultants
18 King Street East, Suite 1400, Toronto, Ontario M5C 1C4
(Hereinafter CAPIC)

And:

(Hereinafter the Sponsor)

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties, CAPIC and Sponsor agree as follows:

- 1. Sponsorship Rights and Benefits.** CAPIC agrees to identify and acknowledge the Sponsor as a sponsor by displaying the Sponsor's logo and other agreed-upon identifying information on CAPIC's marketing, advertising, and promotional media in the manner (placement, form, content, etc.) reasonably determined by CAPIC in its sole discretion. The Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship.
- 2. Sponsorship Fee.** In consideration of the Rights and Benefits granted to the Sponsor and the obligations to be performed by CAPIC under this Agreement, the Sponsor will pay CAPIC the sponsorship fees as set out in the Sponsorship Payment Schedule as in Schedule "A". CAPIC must invoice the Sponsor for payment of the sponsorship fees as specified in this Agreement.
- 3. Confidentiality.** The Sponsor agrees that all information obtained in the execution of this Agreement is and shall continue to be the exclusive property of CAPIC and it shall take all actions required to restrain a breach of confidentiality by any person. The Sponsor further agrees that:
 - a. The Sponsor shall not, at any time following the execution of this Agreement, use or disclose to any third party in any manner any information, including forwarding, copying, transferring, transmitting, or relaying such information to any third parties unless previously approved by CAPIC.
 - b. The Sponsor agrees that the information provided within this document is deemed to be proprietary in nature and should not be shared in whole or in part with any person or organization that is not directly involved. The contents of this Agreement shall not be reproduced nor disclosed nor supplied, in whole or in part, to any third party, without prior written consent of CAPIC.
- 4. License of Intellectual Property.**
 - a. CAPIC is the sole owner of all right, title, and interest to all CAPIC information, including its logo, trademarks, trade names, acronyms, and copyrighted information (collectively CAPIC Property). The Sponsor shall obtain written approval for any use of CAPIC Property in connection with promotion of the Sponsor's sponsorship of the Publication. It is understood that CAPIC retains the right to review and approve in advance all uses of such intellectual property, the approval of which shall not be unreasonably withheld.
 - b. The Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. The Sponsor hereby grants to CAPIC a limited, non-exclusive license to use some of the Sponsor's intellectual property, including logos, names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify the Sponsor as a sponsor of the Publication. It is understood that the Sponsor retains the right to review and approve in advance all uses of such intellectual property, the

approval of which shall not be unreasonably withheld. The Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to CAPIC nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted to CAPIC; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

5. Indemnification. Each party shall undertake and agree to defend and indemnify the other party and hold the other party harmless from and against all allegations, claims, causes of actions, demands, or proceedings and all related costs and expenses, incurred by the other party resulting from the breach of any of the provisions of this Agreement. In addition, each party agrees to indemnify and hold the other party harmless from and against any losses arising out of any acts, errors, or omissions of the other party in connection with this Agreement, including, without limitation, any losses involving the marketing, advertising, use or sale of any of the services provided, or products. The indemnities contained herein shall survive any termination or expiration of this Agreement.

6. Termination.

- a. Either the Sponsor or CAPIC may immediately terminate this Agreement by written notice if:
 - i. One party breaches a material term of this Agreement; and
 - 1. It cannot be remedied; or
 - 2. If capable of being remedied, such breach is not remedied within 10 business days of a written request by the other party to remedy that failure.
 - ii. It becomes illegal for one party to perform any of its material obligations under this Agreement.
 - iii. An Insolvency Event occurs in relation to either party.
- b. CAPIC may immediately terminate this Agreement by written notice to the Sponsor if:
 - i. CAPIC's name is, in the reasonable opinion of CAPIC, brought into disrepute by the Sponsor or by being associated with the Sponsor.
 - ii. Upon termination of this Agreement by CAPIC, the Sponsor will forfeit any monies already paid in Sponsorship Fees and all rights referred to in this Agreement.

7. Relationship of Parties. The parties are independent contractors with respect to one another. Nothing in this Agreement will be construed to place the parties in the relationship as partners, joint ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party, and no party has the authority to bind or obligate the other party in any matter whatsoever.

8. General.

- a. **Severability.** Each provision contained in this Agreement constitutes a separate covenant and is severable from any other covenant, and if any of such covenants are held by a Court to be invalid, this Agreement shall be interpreted as if such provisions were not included.
- b. **Survival of Terms.** The obligations set out in Confidentiality and Indemnification clauses of this Agreement shall survive termination of this Agreement.
- c. **Notice.** All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally delivered or sent by registered mail or by electronic means.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Ontario and the laws of Canada applicable within Ontario.

10. Amendment. No amendment or modification of this Agreement shall be valid and binding unless it is in writing and signed by the Parties hereto.

11. Entire Agreement. This Agreement, together with any schedule referred to herein that is incorporated by reference and forms part of this Agreement, contains the entire agreement between the Sponsor

and CAPIC with respect to the Services to be performed pursuant to this Agreement, and there are no representations, warranties, collateral terms or conditions, express or implied, other than as set forth in this Agreement.

Name:

Dory Jade
CEO, CAPIC
18 King Street East, Suite 1400
Toronto, Ontario M5C 1C4

Signature:

Signature:

Date:

Date:

Notes

1. NCIC refers to the National Citizenship and Immigration Conference hosted by CAPIC on May 22-24, 2024. All features related to the NCIC website and e-newsletter terminate on December 31, 2024 (unless otherwise stated).
2. The Sponsor is responsible for providing the banner ad according to the specifications required by CAPIC.
3. Featured articles are to be provided by the Sponsor and approved by CAPIC.
4. MyConsultant refers to the website www.myconsultant.ca managed by CAPIC.