

# Sponsorship Agreement for Practical Open Source Information

Event Date: September 16<sup>th</sup>, 2021



Date \_\_\_\_\_ Sponsor name \_\_\_\_\_

## **Agreement**

This document represents a Sponsor Agreement for Practical Open Source Information (“Agreement”). This Agreement is between Open Source Initiative (hereinafter called “OSI”) and Sponsor (as indicated above). By accepting this Agreement, the Sponsor agrees to the terms and conditions outlined in the Agreement.

## **Sponsor Benefits**

Practical Open Source Information (POSI) is a virtual event organized by the Open Source Initiative. We are expecting 200 attendees and will be posting the video to our YouTube channel after the event.

<b>Choice</b>	<b>Sponsorship Level</b>	<b>Cost</b>	<b># Available</b>
<input type="checkbox"/>	<b>Sustainer</b> <ul style="list-style-type: none"><li>● Seat on 50 minute “Sponsor Panel on Practical Diversity Efforts” -- questions discussed in advance</li><li>● Open Source Job Opportunities – 3 minute presentation at the end of the event</li><li>● We thank you for your support verbally during the event</li><li>● Your logo on the conference website</li></ul>	<b>US \$6,000</b>	<b>4</b>
<input type="checkbox"/>	<b>Practitioner</b> <ul style="list-style-type: none"><li>● Open Source Job Opportunities – 3 minute presentation at the end of the event</li><li>● We thank you for your support verbally during the event</li><li>● Your logo on the conference website</li></ul>	<b>US \$3,000</b>	<b>5</b>
<input type="checkbox"/>	<b>Accessibility Champion: Captioning</b> <ul style="list-style-type: none"><li>● We thank you for supporting captioning at the end of each video</li><li>● We thank you for your support verbally during the event</li><li>● Your logo on the conference website</li></ul>	<b>US \$2,000</b>	<b>2</b>
<input type="checkbox"/>	<b>Supporter</b> <ul style="list-style-type: none"><li>● We thank you for your support verbally during the event</li><li>● Your logo on the conference website</li></ul>	<b>US \$1,500</b>	<b>No limit</b>
<input type="checkbox"/>	<b>Community</b> <ul style="list-style-type: none"><li>● Your logo on the conference website</li></ul>	<b>US \$500</b>	<b>No limit</b>

## **Terms and Conditions**

### **The Sponsor agrees to the following:**

1. Sponsor will complete and submit the Agreement form to an Open Source Initiative staff person with a Purchase Order or a request for an invoice.
2. Payment and Payment Terms: The sponsorship payment (amount as indicated above), is due within thirty (30) days of Sponsor's signature and full execution of the Agreement. OSI does not offer refunds for sponsorships. Practical Open Source Information is managed by Open Source Initiative, a 501(c)(3) corporation (EIN 91-2037395). Payments are to be made to the Open Source Initiative; please see the sponsorship invoice for payment instructions.
3. Sponsor agrees to bear all costs associated with its participation in the Conference.
4. Sponsor intends to participate in and contribute throughout the Conference as a Sponsor and participant. Sponsor has read and agrees to follow the [Practical Open Source Information Code of Conduct](#).
5. Good Faith Effort: All sponsor and vendor benefits will be provided on the basis of a good faith effort on the part of both the OSI and the Sponsor. The failure of the Sponsor to provide a good faith effort to comply with Conference deadlines and guidelines may, in OSI's sole discretion, result in the revocation of some or all Sponsor benefits without recourse.
6. Indemnity and Limitation of Liability: Neither OSI, the Conference, or any co-sponsor nor any of their officers, agents, employees, facilities, other representatives or assigns shall be liable for, and Sponsor hereby releases them from, any claims for damage, loss, harm or injury to the person, property or business of Sponsor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident or any other reason in connection with Sponsor's participation in the Conference. Sponsor shall indemnify, defend, and protect and hold OSI, the Conference, or any co-sponsor harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses which might result or arise from Sponsor's participation in the conference. Under no circumstance will OSI, the Conference, or any co-sponsor be liable for lost profits or other incidental or consequential damages, for any acts or omissions whatsoever, including negligence on the part of OSI, the Conference, or any co-sponsor, whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall OSI's or the Conference's liability under any circumstance exceed the amount actually paid to it by Sponsor for participation. OSI and the Conference make no representations or warranties regarding the number of persons who will attend the conference.
7. Sponsor understands that funds provided for the Conference will be added to funds from other Sponsors and therefore Sponsor will receive no individual financial reports concerning the disposition of the funds provided by them.

8. Cancellation or Termination of Event: If for any reason beyond its reasonable control, including technical or internet outages, government regulation, public catastrophe, an act of God or any similar reason, OSI determines that the conference or any part thereof may not be held, OSI may cancel the conference or any part thereof. In that event, OSI shall determine and refund to Sponsor its proportionate share of the balance of the aggregate sponsorship revenues received which remain after deducting all expenses incurred by OSI in support of the Practical Open Source Information.

Observance of Law: Sponsor shall abide by and observe all laws, rules, regulations and ordinances. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of California or in the federal courts located in the state and county of Santa Clara. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

Sponsorship will be recognized, by receipt of the signed Agreement by OSI and upon payment of the invoice, with the addition of the Sponsor's logo to the Conference website and fulfillment of the other sponsorship benefits, per the sponsorship level indicated on page one.

**Sponsor Billing Contact Information**

Sponsor to provide the following billing information to OSI:

Name (First, Last)	
Organization	
Address 1	
Address 2	
City	
State	
Zip/Postal Code	
Country	
Contact email	

The person signing the Agreement warrants that he/she has the authority to bind the organization to the agreement.

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Sponsor Representative Signature

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Sponsor Representative Title

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Sponsor Representative Printed Name

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Date

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OSI Representative Signature

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OSI Representative Title

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OSI Representative Printed Name

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Date