

SPONSORSHIP TERMS AND CONDITIONS (WITH AGENCY) (October 2017 Edition)

1. SPONSOR'S CREATIVE PRODUCTION: Sponsor, or Client on Sponsor's behalf, is responsible for producing, at Sponsor's expense, Sponsor's Spot, Billboard, and/or display ad (collectively, "Sponsor's Creative") to the extent applicable, and must secure rights to all elements (e.g. talent, music, art) in the Sponsor's Creative for use of such Sponsor's Creative for all purposes specified herein and in the Underwriting Agreement. The Sponsor's Creative must comply with the public television distributor's guidelines and technical specifications, and approval.

2. SPONSOR-GENERATED PROMOTION, PUBLICITY AND ADVERTISING: Client agrees to submit any plans it or Sponsor may have for the promotion, publicity and/or advertising of the Series (including the text of press releases and text and layouts for advertisements) to WGBH for approval to ensure the accuracy and appropriateness of all such materials which Sponsor or Client may issue in connection with the Series. Sponsor, or Client on Sponsor's behalf, shall include in all such materials, the appropriate trade/service mark, registration, and/or symbol in uses of the Series' name and any other credits which WGBH may reasonably require. To facilitate WGBH's public broadcasting reporting requirements, Client agrees to use its best efforts to supply WGBH, on or before July 15th of each year of the Term, with a written statement in the form attached below as "Sample Text for In-Kind Expenditures Letter", regarding all of Sponsor's in-kind expenditures on the Series, including those for promotion, publicity and advertising.

3. WGBH USE OF SPONSOR'S NAME, SYMBOL AND LOGO: WGBH shall have the right to use Sponsor's corporate name and symbol and/or logo in connection with the Series and in WGBH sponsorship marketing materials.

4. PAYMENT DATE: Client shall make payments to WGBH within thirty (30) days of receipt of each invoice.

5. SERIES DISTRIBUTION: The public television distributor retains sole responsibility for the scheduling of the Series and may occasionally pre-empt a program for re-scheduling at a later date. WGBH will use its best efforts to notify Client of a pre-emption and the rescheduled date.

6. ADDITIONAL FUNDERS: Client acknowledges that there may be additional national corporate sponsors during the Term, however, if so indicated in the Underwriting Agreement, Sponsor will have category exclusivity in relation to any additional sponsor(s) during the Term for the mutually agreed category set forth on page 1. It is further understood that the original sponsors (of past programs which are repeated during the Term) may be credited in the program credits placed at the end of each program.

7. RENEWAL(s): If so indicated in the Underwriting Agreement, Sponsor, or Client on Sponsor's behalf, shall have first right of refusal to renew for an additional season. In the event that WGBH and Sponsor, or Client on Sponsor's behalf, fail to agree on the terms and conditions for Sponsor's participation in such additional season(s), WGBH shall be free to pursue and enter into agreements with other funders without further obligation to Sponsor or Client.

8. FORCE MAJEURE: In the event that production or broadcast of the Series or any program in the Series is delayed or canceled by reason of act of God, fire, lockout, strike or other labor dispute, riot or civil disorder, war or armed insurrection, enactment, rule, act or order of government, mechanical failure, or any other *force majeure* cause or reason demonstrably beyond WGBH's control, then WGBH shall use its best efforts to produce and/or arrange for

broadcast distribution of the Series or program, as the case may be, as soon as possible after any such event.

9. INDEMNIFICATION: Each of WGBH and Client, as the case may be (the "Indemnifying Party") shall defend and indemnify and hold harmless the other party (the "Indemnified Party"), and its grantors, officers, trustees, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the inaccuracy or breach of any covenant, agreement, or undertaking made by the Indemnifying Party or under its control. The Indemnified Party agrees to give the other party prompt notice of any claim or action that may form the basis of indemnity under this Paragraph 9 and the opportunity to join in the contest of such claim or action with counsel chosen by such other party.

10. CONFIDENTIALITY: Each party will regard any marked confidential information provided to it by the other party to be confidential information of the disclosing party ("Confidential Information"). A receiving party will not disclose the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party, nor make use of any of the disclosing party's Confidential Information except as permitted in its performance under this Agreement or as required by applicable law.

11. AGENCY APPOINTMENT: Client hereby represents that it has been appointed Sponsor's agent for the purposes of negotiating, executing, and fulfilling the obligations of this Agreement.

12. DISPUTE RESOLUTION: The parties agree that if any controversy or claim arising out of or relating to this Agreement or the breach of any term hereof cannot be settled through direct discussions for a period of 30 days, the parties agree, then, upon notice duly served, that the controversy or claim shall be resolved by binding and final arbitration administered by JAMS or its successor ("JAMS"), at JAMS' Boston, Massachusetts office, before a single neutral arbitrator appointed, in accordance with the streamlined arbitration rules and procedures, or subsequent versions thereof, including the optional appeal procedure (including the optional JAMS Rules, including, without limitation, the rule providing that each party will contribute equally to JAMS fees and expenses and the rules providing for limited discovery and other exchange of information). All disputes and arbitrations shall be governed by the laws of the Commonwealth of Massachusetts and the Federal Rules of Evidence regardless of choice of law rules and there shall be no award of punitive damages. The decision of the arbitrator shall be in writing and shall include a statement of the essential conclusions and findings upon which the decision is based. The JAMS Rules are available at WWW.JAMSADR.com. The parties agree that all arbitration proceedings shall be confidential and disclosed only to those with a need to know or as may be required by law or as may be required to enforce any arbitration proceedings or awards. Judgment on any awards may be entered in the federal or state courts in Suffolk County, Massachusetts, which are the exclusive forums for such matters.

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9. INDEMNIFICATION: Each of WGBH and Sponsor, as the case may be (the "Indemnifying Party") shall defend and indemnify and hold harmless the other party (the "Indemnified Party"), and its grantors, officers, trustees, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the inaccuracy or breach of any covenant, agreement, or undertaking made by the Indemnifying Party or under its control. The Indemnified Party agrees to give the other party prompt notice of any claim or action that may form the basis of indemnity under this Paragraph 9 and the opportunity to join in the contest of such claim or action with counsel chosen by such other party.

10. CONFIDENTIALITY: Each party will regard any marked confidential information provided to it by the other party to be confidential information of the disclosing party ("Confidential Information"). A receiving party will not disclose the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party, nor make use of any of the disclosing party's Confidential Information except as permitted in its performance under this Agreement or as required by applicable law.

11. DISPUTE RESOLUTION: The parties agree that if any controversy or claim arising out of or relating to this Agreement or the breach of any term hereof cannot be settled through direct discussions for a period of 30 days, the parties agree, then, upon notice duly served, that the controversy or claim shall be resolved by binding and final arbitration administered by JAMS or its successor ("JAMS"), at JAMS' Boston, Massachusetts office, before a single neutral arbitrator appointed, in accordance with the streamlined arbitration rules and procedures, or subsequent versions thereof, including the optional appeal procedure (including the optional JAMS Rules, including, without limitation, the rule providing that each party will contribute equally to JAMS fees and expenses and the rules providing for limited discovery and other exchange of information). All disputes and arbitrations shall be governed by the laws of the Commonwealth of Massachusetts and the Federal Rules of Evidence regardless of choice of law rules and there shall be no award of punitive damages. The decision of the arbitrator shall be in writing and shall include a statement of the essential conclusions and findings upon which the decision is based. The JAMS Rules are available at WWW.JAMSADR.com. The parties agree that all arbitration proceedings shall be confidential and disclosed only to those with a need to know or as may be required by law or as may be required to enforce any arbitration proceedings or awards. Judgment on any awards may be entered in the federal or state courts in Suffolk County, Massachusetts, which are the exclusive forums for such matters.

SAMPLE TEXT FOR IN-KIND EXPENDITURES LETTER

(To be submitted on Sponsor's Letterhead)

**DONOR LOGO
HERE
IF APPLICABLE**

In-Kind Donations

Certification of Goods and Services Delivered

The donor identified below has provided the following goods and/or services as an in-kind donation to _____ (insert station name), on the date and as specified below.

Donor _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone/Email: _____

1. **Date of the donation:** _____
(If the donation is made in several installments, the donor may either provide a single certification after providing the last installment, or an individual certification with each installment.)

2. **Please itemize the goods and/or services donated below:**

3. **Please identify the market value of the donation at the time of the donation:**

4. **Please identify the method used to calculate the market value of the donation.**
(Attach any documentation necessary to confirm the value of the donation. For example, if donating legal/professional services, identify the standard hourly rate, and number of hours worked.)

The donor represents and warrants that the above donation was delivered as described.

Donor Name: _____

Title: _____

Signature: _____

Date: _____