

Art Center Project Sponsorship Agreement

1. Parties. This Art Center Project Sponsorship Agreement (“Agreement”) is between Art Center College of Design (“Art Center”), on the one hand, and [REDACTED] (“Sponsor”), on the other hand. Art Center and Sponsor are referred to in this Agreement as “Party” or collectively as “Parties.”

2. Sponsorship of Project. Sponsor agrees to sponsor an educational project (“Project”) to take place during the [REDACTED] 20 [REDACTED] term as part of a studio class (“Class”) at Art Center. Sponsor understands that the purpose of the Project is to enhance the academic and educational experience of the students in the Class (“Students”) such as by promoting educational opportunities for the Students, by exposing the Students to a real world design experience in the context of emerging business and industry trends, by expanding the Students’ boundaries of design processes through exploration and research, and by engaging the business and industry community within Art Center’s educational process.

3. Agreement. This Agreement sets out the terms and conditions of Sponsor’s sponsorship of and participation in this Project. Art Center must finalize its programs reasonably in advance, and hence, if this Agreement is not fully executed and delivered to Art Center on or before [REDACTED], Art Center may delay the Project to a later date.

4. Sponsorship Fee. No later than [REDACTED], 20 [REDACTED], Sponsor will pay to Art Center \$ [REDACTED] as a Sponsorship Fee. The Sponsorship Fee will cover expenses of the Project, including, but not limited to, supplies, materials, faculty, guest lectures, and documentation. Any funds remaining from the Sponsorship Fee after the completion of the Project may be used by Art Center for any purpose at the sole discretion of Art Center.

5. Sponsor Participation . Sponsor may send at least four, and up to six, representatives to the Review Sessions of the Class, with at least two of these Sponsor representatives consistently attending each Review Session. The Review Sessions currently are scheduled for the following dates and times: [REDACTED]. Art Center will provide Sponsor with a synopsis of the Project’s activities and desired outcomes, and Sponsor representatives will have opportunities to contribute ideas, analysis, and perspectives regarding the Project Topic.

6. Project Topic. The subject matter of the Project will focus on [REDACTED] (“Project Topic”). The Students, working in teams (“Team”) will be assigned to undertake work on a specific area within the Project Topic. These specific areas will be developed by the Art Center faculty of the Class (“Faculty”), in consultation with Sponsor, so as to maximize the “hands on” experience of the Students. The Project Topic will inform the development of a Project Brief which will be agreed upon in writing by Art Center and Sponsor. All academic and educational components of the Project will be decided by the Faculty in their own discretion. The Students’ Performance in the Class and

on the Project will be evaluated solely by the Faculty, and the Students will receive credit for their participation in the Class and on the Project only in accordance with Art Center policy.

7. Ownership of the Works. Sponsor acknowledges that pursuant to Art Center policy, the Students retain all right, title, and interest in and to ownership of all of their work in the Class and on the Project, including, but not limited to, the Students' sketches, renderings, and computer-aided designs and models (collectively, "Works").

8. Exclusive Right to Negotiate. Each student participating in the Class will enter into a participation agreement with Art Center stating that should Sponsor desire to acquire exclusive rights to any of the Works, such student or group of students will negotiate exclusively with the Sponsor for a period of ninety (90) days after the completion of the Class. Any and all Works will be acquired at fair market value, which is defined as the price agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. Should no agreement be reached within such ninety (90) day period, the student or group of students shall have the right to use and/or to sell or grant a license to third parties to use the Works.

9. Concurrent Sponsor Development Programs. Sponsor understands that the Students and Faculty will acknowledge that Sponsor may have development programs ongoing contemporaneously with the Project. As such, the Students and Faculty will recognize that the Works may resemble the works created by Sponsor's own design team prior to or during the time of the Project, as proven by relevant documentary evidence. In such instances, the Students and Faculty will agree to assert no ownership rights over these other works of Sponsor, or to challenge Sponsor's use of these works.

10. Limitation on Representation Warranties and Liability. Art Center and Sponsor agree to reasonably cooperate to provide a Project that meets the purposes set forth herein. The Parties acknowledge, however, that Art Center is an educational institution and not a professional design business, that the Students are not employees, and that it does not have the resources to indemnify Sponsor against claims relating to the Works or the Project. SPONSOR ACKNOWLEDGES THAT ART CENTER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME OF THE PROJECT OR THE WORKS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE PROJECT AND THE WORKS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, THE LIABILITY OF ART CENTER, ITS STUDENTS, FACULTY, EMPLOYEES, DIRECTORS, AND AGENTS ("ART CENTER GROUP") TO SPONSOR OR TO ANY THIRD PARTY, FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT, WHETHER FOR BREACH, NEGLIGENCE, OR INFRINGEMENT, IN TORT OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID TO ART CENTER PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL ART CENTER, ITS STUDENTS, FACULTY, EMPLOYEES, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM PARTICIPATION IN THE PROJECT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Hold Harmless. Sponsor agrees to defend and indemnify the Art Center Group, and to hold the Art Center Group harmless, for any damages, losses, or liabilities caused directly or indirectly by the negligence, actions, or inaction of Sponsor.

12. Confidentiality. Sponsor understands that the Project will be conducted in an academic environment where confidentiality cannot be assured, and Sponsor understands that it has no obligation to disclose within the context of the Project any information that it may consider to be confidential or proprietary (“Confidential Information”). But to the extent that Sponsor elects to disclose Confidential Information for purposes of the Project, Art Center will advise the Students and Faculty that they are not to use such Confidential Information for their own or any third party purposes, nor disclose to any third party any Confidential Information, except as provided in Section 12 of this Agreement; however, Art Center shall not be liable for its failure to comply with the obligations of this Section 11. Information shall be presumed to be Confidential Information only: (i) if in a tangible format, it is marked as “confidential” or “proprietary”; and (ii) if not in tangible format, such as oral disclosures, it is expressly identified as “Confidential Information” at the time of the disclosure and subsequently confirmed as such in a writing within 20 days thereafter. Confidential Information shall not include information that: (i) is or becomes generally known or available to the public without breach of this Section 11; (ii) is known to Art Center at the time of disclosure; (iii) is independently developed by Art Center; or (iv) is disclosed to Art Center by a third party who has a right to such subject matter and information.

13. Use of the Works. In order to facilitate the educational experience and career opportunities for the Students, Sponsor understands that Art Center permits and encourages the Students to use their Works in portfolios of their works. Therefore, the Parties agree that Project assignments will not call for the material integration of Confidential Information into any works created in connection with the Project, without Sponsor’s consent. Except as otherwise agreed in writing, Art Center shall have the right to publish photographs and text regarding the Class, the Project, and the Works in connection with publicity and promotion for Art Center, and the Students shall continue to have the right to include the Works in their portfolios, notwithstanding any purchase by Sponsor or others of the rights to the Works. Additionally, at any time within 30 days after the final Class meeting, at Sponsor’s request, Art Center will provide Sponsor with available duplicates or photographs of the Works to be used for Sponsor’s internal purposes only, provided that Sponsor shall include attribution credit and legal notices as designated by Art Center.

14. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California, and any dispute will be subject to venue in Los Angeles County, California.

15. Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement, and any and all prior agreements, understandings, or representations with respect to its subject matter are no further force or effect. The Parties acknowledge that no representations, inducements, promises or statements, oral or otherwise, have been made by either of the Parties, or by anyone acting on behalf of the Parties, which are not embodied or incorporated in this Agreement. The Parties

agree further that no other agreement, covenant, representation, inducement, promise, or statement between the Parties that is not set forth in this Agreement shall be valid or binding.

16. Amendments and Modifications. No amendment or modification to this Agreement, nor any waiver of any rights, will be effective unless agreed to in a writing that is signed by each of the Parties.

17. Assignments. Neither Party may assign this Agreement without the prior written consent of the other Party.

18. Non-waiver. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

19. Severability. If any term, provision, or covenant in this Agreement is ruled to be invalid, void, or unenforceable, the remainder of the terms, provisions, and covenants in this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. Counterparts. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on both Parties, even though each Party is not a signatory to the same counterpart. Delivery of a facsimile or pdf copy of a signed counterpart of this Agreement shall constitute delivery of a valid signature.

AGREED TO AND ACCEPTED BY:

ART CENTER COLLEGE OF DESIGN

SPONSOR

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____