

CO-SPONSORSHIP AGREEMENT

This Agreement is made this ___ day of _____, 20XX, by and between the American Society of Mechanical Engineers (“ASME”), a New York not for profit corporation, and Sample University (“SU”), an academic institution, (collectively, the “Sponsoring Parties”) and sets forth the relationship and obligations of the Sponsoring Parties relating to the 20XX OMAE Conference (“Conference”), to be held on June __-__, 20XX.

1. General

- 1.1 This Agreement shall commence on _____, 20XX and unless sooner terminated as provided in Article 9 and Article 18, shall terminate nine months after the last day of the Conference. This contract may only be renewed in writing signed by the Sponsoring Parties.
- 1.2 The Conference will be held on June __-__, 20XX. The Sponsoring Parties agree to exercise commercially reasonable efforts to refrain from sponsoring, within a span of six (6) months before or after the date of the Conference, any conference that addresses substantially the same subject matter and the same audience.
- 1.3 The Conference shall be planned jointly and conducted according to ASME Policies. The Conference budget and planning documentation shall be finalized by ASME in advance of any commitments of money to any third parties for Conference expenses.

2. Organization of Conference

- 2.1 SU will be responsible for:
 - Recommending the following (ASME will negotiate and sign all contracts):
 - o Conference and Exhibition facilities
 - o Hotel accommodations
 - o Technical tours
 - o Special events
 - o Technical program logistics for program implementation
 - o Other items of local interest to the conference
 - Securing volunteer assistance during the conference
 - Recruiting sponsors and exhibitors
 - Local and regional Marketing of the conference
- 2.2 ASME will be responsible for the following:
 - Contracting with needed vendors, including event and registration management
 - Negotiating for, and signing the venue contract
 - Negotiating for, and signing the hotel(s) contract(s) for guest room block(s)
 - Soliciting bids and contracting vendors for all other conference materials and services
 - Developing a conference budget
 - Establishing registration fees
 - Development of logistics and business plans
 - Event scheduling
 - On-site arrangements
 - Completion of necessary legal agreements
 - Marketing plans and documents
 - Order processing and authorization of payments
 - Customer service
 - Event execution
 - Consolidation of all financial results

- Setting up and maintaining the Conference Website on asme.org, which will be the official conference Website.
- Compilation and dissemination of Conference “Call for Papers.”
- Development of the conference technical program.
- Management of the paper submission and review process from abstract to final paper through use of the ASME Conference WebTool.
- Organizing the technical reviews of each accepted paper by technical expert peers using the ASME standard procedure.
- Communicating with authors on issues relevant to program development.
- Appointing session organizers and organizing technical sessions.
- Coordination of the publication of the conference proceedings.
- The cost associated with any proceedings will be treated as an expense item to the conference budget.
- Managing the copyright submission process.
- As the copyright holder of the Proceedings, only ASME is authorized to sell and distribute the Proceedings.

2.3 ASME will be responsible for advanced and on-site registration.

2.4 ASME will be responsible for worldwide promotion of the Conference. This will include advertising, direct mailing to the conference mailing list, and managing the conference information Internet web site. SU will work jointly with ASME in promoting the Conference locally and regionally.

2.5 The appointed travel agents and/or selected hotels shall have the capacity to handle international reservations, from any continent in the world. The Conference attendees and exhibitors will send payments for accommodation and other associated expenses directly to the appointed travel agents or hotels.

2.6 As the security of conference attendees is paramount to both parties, each will exercise due care and oversight to ensure the safety of all. SU will be responsible for providing Conference security and insurance coverage as applicable and appropriate. ASME is to be a named insured in all insurance policies.

2.7 Both ASME and SU will use voluntary (i.e. without pay) services of its members, students, and others as much as practical. Where voluntary capacity cannot be secured, commercial contractors or consultants will be used.

3. Financial

3.1 ASME will prepare the Conference budget. The final budget shall be reviewed by both Sponsoring Parties. All contractual obligations relating to the Conference will be the responsibility and liability of ASME. SU will not sign any contract(s) relating to the Conference on behalf of ASME. ASME accepts no responsibility and/or liability for contracts signed by any party, other than an authorized officer of ASME.

3.2 Distribution of net income pursuant to and relating to the Conference shall be as follows: In the event of a net surplus, it be split SU 33%, ASME 77%. In the event of a loss, ASME will assume 100% of the loss. ASME will assume 100% financial responsibility in collecting accounts receivable and other amounts owed.

3.3 The Conference shall be self-financing, the income being generated solely by Conference registration, the exhibition, and any sponsorship that can be raised. The conference registration

and exhibition fees will be determined during the budget preparation to ensure that the budgeted expenses will be offset by the projected income.

- 3.4 ASME will advance funds to the extent necessary for the operation of the Conference. All such advanced funds shall be considered a Conference obligation.
- 3.5 ASME will maintain complete financial records, and a post-Conference accounting will be completed not later than December 31, 20XX. Final distributions will be made not later than January 31, 20XX.
- 3.6 If mandated by Policy, ASME shall be permitted to conduct an audit of the Conference at its own expense. SU shall fully cooperate with ASME in the conduct of an audit including, but not limited to, providing ASME access to any and all documents related to the finances of the Conference.

4. Intellectual Property

- 4.1 ASME and SU will not use or allow anyone else to use the other party's name, trademarks or service marks without such other party's prior written consent. ASME and SU reserve the right to review and, in their sole discretion, reject any use of their marks and to require changes in any further use, and both parties agree to comply with these requirements. Any proposed use of the marks, in a different way, must be reviewed and approved by the owner of the mark.
- 4.2 SU agrees that ASME will publish all papers presented in the Conference and will require all those offering papers for consideration to agree, as a condition of submission, to assign the copyrights in their papers to ASME. ASME shall set the standard for the acceptance of papers for presentation at the OMAE 20XX Conference and publication and will provide the OMAE 20XX Conference with all information relating to procedures for submitting papers and will ensure that this information is posted on the OMAE 20XX Conference website or published as part of any other call for papers.
- 4.3 ASME will post on the OMAE 20XX Conference website ASME's conditions for publishing a full length archival quality article in the Journal of Offshore Mechanics and Arctic Engineering based on a paper presented at the OMAE 20XX Conference.
- 4.4 The Sponsoring Parties agree and acknowledge that ASME shall own all rights, title and interest throughout the world to the names OMAE Conference including, and without being limited to, all rights in the trademarks, service marks, certification marks, and association marks ("Conference Marks"). During the term of this Agreement, each Sponsoring Party shall have a non-exclusive, non-transferable, royalty-free license to use the Conference Marks in connection with the Conference. The Sponsoring Parties agree to cooperate in obtaining registration of the Conference Marks and to execute any documents and take any actions that may be necessary to enable ASME to secure registration of and enforce rights to the Conference Marks. The cost of such actions, if necessary, shall be borne equally by the Sponsoring Parties.

5. Confidentiality

- 5.1 *Obligations.* Each party acknowledges that in performing its obligations under this Agreement, it will have access to or be directly or indirectly exposed to the other's Confidential Information, as defined in 5.2. Each Party shall hold confidential and shall not disclose any Confidential Information to a third party or use it for any purpose not expressly authorized by this Agreement without the express consent of the other party. Each party shall take reasonable measures and efforts to provide protection for the other's Confidential Information, including measures at least

as strict as those each party uses to protect its own Confidential Information, so long as those measures are not negligent.

- 5.2 *Definition.* “Confidential Information” means proprietary and trade secret information in the possession or under the control of a party whether oral, graphic, written, electronic or in machine readable form, relating to such party’s technical and business affairs, including but not limited to: financial information; personal information of third parties (including Course registrants); member lists; sales promotional or marketing plans; any cost pricing or other financial data or projections; the identity and background of any customer prospect or supplier; attendance sheets; and the terms and conditions of this Agreement (except that either party may disclose the terms of this Agreement to its legal and financial advisers for the purpose of obtaining legal or financial advice).

Confidential Information does not include information which the receiving party can show (i) was known to the receiving party or the public before disclosure; (ii) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (iii) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (iv) the receiving party is required to disclose by legal process, except that the receiving party will make its best efforts to notify the other party of any such demand and will cooperate with the other party's effort to prevent or restrict disclosure.

6. Governing Law

- 6.1 This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. The Sponsoring Parties agree that any dispute relating to the Agreement can be brought only in the Federal and State Courts in the State and County of New York. The Sponsoring Parties consent to the jurisdiction of those courts and waive all motions based on forum non-conveniens or otherwise.

7. Severability

- 7.1 If any provision of this Agreement is held invalid, the remainder shall not be affected by such invalidity.

8. Limitation of Damages

- 8.1 Except as otherwise provided herein, neither party shall be liable to the other party for any consequential, incidental or punitive damages for any claims arising directly or indirectly out of this Agreement.

9. Termination

- 9.1 This Agreement may be terminated by either party in the event the other party mutually breaches any of its obligations pursuant to this Agreement and fails to cure such material breach to the reasonable satisfaction of the non-breaching party within ten (10) days of the date the non-breaching party notifies the other party of such breach.

- 9.1A For agreements longer than one year: Either party may terminate this contract by written notice served on the other party one year prior to the Conference.

10. Binding Agreement

- 10.1 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements and communications between the parties regarding the subject matter of this Agreement, whether oral or written. This Agreement may only be altered or amended in writing by mutual agreement of the parties.

11. No Partnership

11.1 It is understood and agreed that the Sponsoring Parties are acting solely as independent contractors hereunder and that nothing contained herein shall be deemed to create any general partnership between the Sponsoring Parties or to give any Sponsoring Party the power to bind the other Sponsoring Party to any commitment or obligation except as otherwise expressly set forth in the Agreement.

12. Compliance with Laws; Registration and Permits; Taxes

12.1 The Sponsoring Parties shall ensure that the Conference is conducted in accordance with all applicable United States (U.S.) and non U.S. laws. To that end, ASME shall make all necessary corporate, tax payments and other registrations and obtain all required licenses and permits.

13. Assignment

13.1 A Sponsoring Party may not assign or transfer its interest in this Agreement, nor any interest herein or claim hereunder, without the express written consent of the other Sponsoring Party.

14. Waiver

14.1 Any waiver of a breach of any provision of this Agreement must be in writing and then shall not operate or be construed as a waiver of any subsequent breach.

15. Survival

15.1 All rights and obligations provided in Articles 3.4, 3.5, 4 through 8 and 19 of this Agreement, which do not expressly terminate pursuant to this Agreement, shall survive the expiration or termination of this Agreement and remain in full force and effect after termination or expiration.

16. Headings

16.1 Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

17. Counterparts

17.1 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

18. Bankruptcy

18.1 This Agreement shall terminate immediately without notice if either party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for benefit or creditors.

19. Indemnification and Hold Harmless Obligation

19.1 SU shall indemnify, defend and hold harmless ASME and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of actions, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which ASME, its officers, directors, employees, agents and each of them may incur arising out of the negligence, gross negligence or willful misconduct of SU, its officers, directors, employees or agents, in connection with the performance of the obligations of SU pursuant to this Agreement.

19.2 ASME shall indemnify, defend and hold harmless SU and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of actions, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which SU, its officers, directors, employees, agents and each of them may incur arising out of the negligence, gross negligence or willful misconduct of ASME, its officers, directors, employees or agents in connection with the performance of the obligations of (ASME) pursuant to this Agreement.

20. Force Majeure

20.1 The Sponsoring Parties' performance under this Agreement is subject to and in connection with the performance of the obligations of ASME pursuant to this Agreement, acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party in connection with the performance of the obligations of ASME pursuant to this Agreement.

21. No Third Party Beneficiary

21.1 This Agreement shall not and is not intended to benefit or grant any right or remedy to any person or entity that is not a party to this Agreement.

22. Execution Authority

22.1 The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entity to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

23. Notices and Authorized Representative

23.1 All notices, approvals, and other communications under this Agreement will be in writing and will be considered given when delivered personally or by fax, so long as the sender confirms delivery, or five days after being mailed by prepaid certified mail, return receipt requested, to any other party the following addresses (or at such other address as a party may specify by notice to the other parties under this paragraph):

To ASME:
American Society of Mechanical Engineers
Attn: William Garofalo
Two Park Avenue
New York, NY 10016

With a copy to:
ASME
Attn: Timothy Graves
11757 Katy Freeway, Suite 380
Houston, TX 77079

To Sample University:

XXX
XXXX
XXXXXX, XXXX XXXXX

In WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf, as of the Effective Date, by its duly authorized representative.

Sample University

American Society of Mechanical Engineers
(ASME)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____