

SPONSORSHIP AGREEMENT
eXtension Foundation
Plant Breeding and Genomics Community of Practice

This Agreement by and between eXtension Foundation, a nonprofit corporation recognized as having 501(c)(3) status with the IRS and its principal offices at 6 Ag Communication Building, Lincoln, NE 68583-0918 (“eXtension”), and **[SPONSOR]**, is made under the following terms:

ARTICLE I. PURPOSE

Sponsor desires to provide fiscal support to the maintenance and enhancement of eXtension. Specifically, Sponsor seeks to support, subject to eXtension’s distribution of funds policies, Plant Breeding and Genomics Community of Practice for the expenses necessary for webinar development.

ARTICLE II. PERIOD OF PERFORMANCE

This Agreement shall be for the period beginning **[BEGINNING AND END DATES OF AGREEMENT]**, unless otherwise amended or renewed by mutual written agreement of the parties.

ARTICLE III. SPONSORSHIP POLICIES

Sponsor agrees that sponsorship will align with eXtension’s mission, vision, values, principles, and sponsorship policies as set forth at about.extension.org and attached hereto as Exhibit A. Sponsor will have no control of content of eXtension or its Communities of Practice.

ARTICLE IV. SPONSORSHIP AMOUNT

It is agreed that the sponsorship for this Agreement shall be **[AMOUNT PAID BY SPONSOR]**.

ARTICLE V. PAYMENT

Upon acceptance of this Agreement by both parties, eXtension will invoice Sponsor in accordance with the following schedule and for the stated amounts:

[PAYMENT SCHEDULE]

All invoices and the final statement of sponsorship pertaining to this Agreement will be sent to:
[SPONSOR NAME AND CONTACT INFORMATION]

The payment under this Agreement will be made to eXtension Foundation and managed according to the policies and procedures of eXtension Foundation and will be sent to:

Dan Cotton
Director, eXtension Foundation
6 Ag Communication Building
PO Box 830918

Lincoln, NE 68583-0918
Telephone: 402.472.8841

ARTICLE VI. TITLE TO EQUIPMENT

Title to all equipment, materials and supplies purchased with the sponsorship funds shall vest in eXtension at the time of acquisition of the items.

ARTICLE VII. SPONSORSHIP

In acknowledgement of Sponsor's generosity, eXtension will provide an acknowledgement within the webinars supported one year from the date of the contract utilizing the logo or name provided by Sponsor for such purpose.

Sponsor is encouraged to participate in eXtension's Communities of Practice. Contributions of work and information will be subject to eXtension's Terms of Use and are subject to the Community of Practice's peer review for determining usability and appropriateness.

ARTICLE VIII. TERMINATION

This Agreement may be terminated, with or without cause, by either party upon written notice to the other thirty (30) days prior to the official date of termination. Upon receipt of notice of termination, eXtension shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses in reliance of said sponsorship. Sponsor shall reimburse the eXtension for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event will such costs exceed the total funds presently allocated to this Agreement. eXtension will have no obligation to refund Sponsorship funds paid pursuant to the schedule found in Article IV above.

ARTICLE IX. PATENTS AND COPYRIGHTS

It is expressly agreed that neither Sponsor nor the eXtension transfers by operation under this Agreement to the other party any patent rights, copyrights, or other proprietary rights either party owns as of the commencement date of this Agreement, except as specifically set forth herein.

ARTICLE X. PUBLICITY/USE OF EXTENSION NAME

Sponsor may use the name and/or logo of eXtension to describe and publicize this Sponsorship Agreement. However, such use may not directly or by implication contain an endorsement, qualitative or comparative, or any inducement to purchase, sell, or use sponsor's products or services on behalf of eXtension.

ARTICLE XI. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written approval of the other party.

ARTICLE XII. AGREEMENT MODIFICATION

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of the authorized representatives of the parties hereto.

ARTICLE XIII. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Missouri.

ARTICLE XIV. ENTIRE CONTRACT

This Agreement contains the entire agreement between the two parties. All modifications must be in writing and signed by the duly authorized officials of both parties. No oral agreements or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

FOR EXTENSION FOUNDATION

FOR **[SPONSOR]**

By: Dan Cotton
Title: Executive Director

By:
Title:

Date: _____

Date: _____

EXHIBIT A

October 12, 2009

Mission

eXtension is a national internet-based educational network that is integral to and complements the community-based Cooperative Extension System with 24/7/365 availability.

Vision

People improving their lives with information and education developed through learning partnerships and engagement.

Goals

- 24/7/365 access to information to help people make life-improving decisions;
- educational products and programs at any time, from any place, in any format on any Internet-ready device;
- national shared strength with local customized focus;
- dynamic, evolving content;
- complementary resources to the community-based Cooperative Extension System;
- increased visibility to Cooperative Extension by reaching new audiences and expanding partnership opportunities;
- Engage with customers to create learning opportunities for individuals and communities;
- collaborative development of Internet-based educational materials with minimal duplication; and
- sustained connections between content providers and the people they serve.

Values

- our customers are our top priority. We will be responsive, supportive, and provide the best and quickest possible service and meet them where they are in their information-seeking and decision-making processes.
- in the values of the land-grant philosophy: learning, discovery, and extension.
- in the development of objective, research-based, and peer-reviewed content, and in distributing that content through as many channels as possible and in forms useful to customers.
- that we are better together than we are separate and that through collaboration we can create educational experiences that are unique and valuable to our customers.
- that every individual working in Cooperative Extension can contribute to eXtension.
- in transparency and openly-shared educational product development.
- in leading by example and exploring creative and innovative ways to make things better.
- in focusing on our strategic outcomes and setting realistic expectations and priorities to address those outcomes.
- in finding solutions that enhance efficiency and reduce duplication system-wide.

Guiding Principles for Content Development

Community of Practice members contributing to content development for eXtension:

- Believe we must engage users in the social media environments where they work and play.
- Believe in openly shared, collaborative educational product development.
- Believe in joint ownership and peer-reviewed development of content.
- Believe some content is unique to local, state, or regional audiences, while some may apply to a national audience.
- Believe in gaining efficiencies by working together as a community to remove duplication of effort throughout Cooperative Extension.
- Believe in partnering with others who can contribute expertise and add value to content offerings.
- Acknowledge educational products developed belong to the Community of Practice and the Cooperative Extension System, not any one institution or entity.
- Acknowledge educational products developed will change over time as the needs of their audiences evolve and as new research is discovered.
- Understand content authors retain development recognition for evaluation and promotion and tenure purposes.

Guiding Principles for Information Technology

- Believe in cost savings through the acquisition of system-wide site licenses and developing shared infrastructure.
- Believe in partnering with other organizations with shared missions and goals and developing common tools for use by eXtension and partner institutions.
- Believe in developing middle-ware such as developing shared services needed to better function as an integrated system and developing services that no one state would have a motive to develop separately.
- Believe in supporting collaboration/cooperation through agreement on standards and procedures, and adopting protocols to enhance system-wide communication.
- Committed to research and development by exploring new and emerging information technologies with the potential for broad use in serving Extension.
- Committed to working online and serving as a connector of people and resources 24/7.

eXtension Sponsorship Policy

Approved May 10, 2007

Sponsorship is a cash or in-kind fee paid to eXtension in return for visibility to the organization's audience. The sponsorship relationship is based on a business proposal with mutually agreed rights and benefits for both parties. Sponsorships will help eXtension achieve its financial goals.

Revenue from sponsorships will be reinvested in the web site, educational services, local programming, and other resources Cooperative Extension provides. This policy was developed to protect and maintain the character and integrity of content throughout the eXtension.org domain while creating revenue to expand funding needs.

eXtension's sponsorship program will operate under the following guidelines:

- Sponsorship policies will be approved by the eXtension Foundation and implemented by staff.
- Sponsors support eXtension's mission, vision, values, and guiding principles.
- Sponsors will have no control of content
- Sponsorship does not need to relate to the content they are sponsoring.
- Sponsors may market their company brand but will not be allowed to market a specific product or promotion.
- Users will be able to link to a sponsor's page, but will have one click access back to the eXtension page.
- Sponsor visibility will be second to content on the web pages.

eXtension sponsors must agree to the following criteria:

- eXtension has the right to review and approve all sponsorship material and retains the right to approve or disprove and remove, if necessary, unacceptable information.
- eXtension sponsors will operate in a manner that is consistent with our collection and use of personal data.
- Sponsors must have a privacy policy that is clearly posted and linked on their home page.
- If personal information is gathered, it must comply with privacy laws, state how information will be used, secured safely, and sponsor may not disclose the information to other entities.
- The following sponsor material is inappropriate for eXtension.org and will not be accepted under any circumstances. (This list is for illustrative purposes and does not include all types of material that eXtension may find objectionable).
 - Illicit drugs
 - Pornography/ adult content/ adult themes
 - Gambling
 - Political entities or messages
 - Materials promoting conversion to or from a religion
 - Material that violates laws, rules or regulations
 - Material that is disguised as editorial content
 - An implied affiliation for favored status with Cooperative Extension System
 - Messages that, in the opinion of eXtension, are offensive or in poor taste.
 - Other items may be determined inappropriate by the eXtension Foundation.
- Pop-up or pop-unders are prohibited

- Audio and/or video clips must begin and be able to end with user initiation.
- Messages must allow users to return to eXtension.org with one click.
- Sponsor agrees to the eXtension Terms of Agreement:
http://www.extension.org/pages/eXtension_Terms_of_Use

In reviewing online sponsorship material, eXtension will consider editorial appropriateness, design, representation, and alignment with sponsor, and will protect and maintain the character and integrity of the Cooperative Extension System.