

## **(Sponsor) CentennialX 2017- Challenge Team Sponsorship Agreement**

**(Sponsor)** is providing funding to The Centennial Education Foundation (CEF) to sponsor student solution teams for the **(Sponsor) Challenge (CentennialX)**. CEF will act as the fiscal agent for fund transfer. The sponsor will assist in developing the challenge and student teams will provide a proposed challenge solution. The student teams (along with Sponsor) will manage and direct all related activities in conjunction with (Challenge or CentennialX Staff) and the Centennial School District.

Judges from a variety of related organizations (compiled by the CentennialX staff) will judge all proposed solutions using the guidelines set out in the Challenge. They will collectively determine which proposed solution best addresses the Challenge guidelines. The judges of the challenge teams have absolute and sole discretion to determine whether to award any proposed solution. (Sponsor) has the discretion to make an award, or multiple awards. (Sponsor) acknowledges and agrees CEF is not responsible for and has no liability for selection of a winning solution or the execution of the Challenge. (Sponsor) further agrees to indemnify, defend and hold CEF harmless with regard to any claims or actions relating to Sponsor's or Sponsor's representatives or agents acts or omissions, if any, arising out of or relating to the design or execution of any and all parts of the Challenge related activities.

(Sponsor) agrees that all persons engaged in the Challenge and those who propose solutions, or who appear or otherwise participate in the proposed solutions in any manner, on behalf of Sponsor have:

- a. granted to CEF and to Sponsor, by express written consent, an unlimited, royalty-free, fully paid up, worldwide, non-exclusive license to use, exhibit and exploit in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity, all intellectual property rights relating to their participation in the proposed solution .
- b. provided written permission to include their name, likeness, voice, image or pictures, a copy of which may be requested by CEF; for future advertising, promotion and publicity of the Challenge of any type and in any medium.
- c. no claims for payment of any kind, including, without limitation, for royalties or residuals, have no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the proposed solution; and
- d. understand, recognize and accept that each of the student teams have access to, may create or have created materials and ideas which may be similar or identical to Sponsor materials and ideas embedded in proposed solutions in concept, theme, idea, format or other respects and Sponsor acknowledges and agrees that the student teams and CEF shall have the right to use such same or similar materials, and that Sponsor will not be entitled to any compensation arising from the student teams use of such materials.

(Sponsor) agrees that: (i) all data and written materials with respect to proposed solutions shall become (Sponsor) and CEF joint property; (ii) CEF (and its authorized representatives and agents) have the unlimited right to excerpt, alter and/or edit the proposed solutions or any part or element thereof without the consent of Sponsor ; and (iii) the proposed solution is "work for hire" jointly funded by Sponsor and by CEF for copyright or patent purposes and CEF and its sublicensees, successors and assigns have the independent right (co-existing with Sponsor's right) to use and license any and all proposed solutions, and to copyright, use, publish and republish the names, likenesses, voices and images of all persons, including Sponsor personnel, appearing in any audio or video or other recording or images of the Challenge or the proposed solutions, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

**SPONSOR WARRANTS AND REPRESENTS TO CEF THAT, TO THE EXTENT THAT SPONSOR'S PERSONNEL, RESOURCES, IDEAS AND MATERIALS ("SPONSOR MATERIALS'), IF ANY, ARE USED IN THE CHALLENGE,**

**SPONSOR ALONE CREATED SUCH MATERIALS, POSSESSES UNENCUMBERED TITLE THERETO AND HAS THE RIGHT TO ENTER INTO THIS AGREEMENT WITH CEF. SPONSOR FURTHER WARRANTS AND REPRESENTS THAT THE SPONSOR MATERIALS ARE ORIGINAL AND DO NOT INFRINGE UPON THE TITLE, INTEREST OR PROPERTY RIGHTS OF ANY OTHER WORK OR STATUTORY, COMMON LAW OR OTHER RIGHTS (INCLUDING PRIVACY RIGHTS) OF ANY PERSON, FIRM OR CORPORATION.**

**EACH STUDENT PARTICIPANT (AND HIS OR HER PARENT/GUARDIAN) SHALL HAVE GRANTED TO SPONSOR AND CEF A NON-EXCLUSIVE, WORLDWIDE, PERPETUAL, ROYALTY FREE, SUB-LICENSABLE RIGHT AND LICENSE TO EXPLOIT THE INTELLECTUAL PROPERTY RIGHTS IN THE PROPOSED SOLUTION(S), WITHOUT ANY PAYMENT OR OTHER CONSIDERATION OF ANY KIND, OR PERMISSION OR NOTIFICATION. ALL INTELLECTUAL PROPERTY RIGHTS NOT SPECIFICALLY GRANTED TO OR RESERVED BY SPONSOR AND CEF, HOWEVER, ARE EXPRESSLY RESERVED TO THE STUDENT(S) PRESENTING THE PROPOSED SOLUTION(S).**

The sponsorship sum of \$ (xxx) (Award) shall be paid by (Sponsor) to CEF within thirty (30) days after occurrence of the delivery of this signed Agreement with CEF. The Award will be paid in U.S. Dollars. Sponsor authorizes CEF to make expenditures on its behalf for use in the Challenge and CEF agrees to use the Award received from the Sponsor in whole and not in part, solely for legitimate expense of the Challenge and to account fully to the Sponsor for the disbursement of the Award upon request, provided that Sponsor agrees that CEF is not responsible for payment of any kind to any party other than to the student teams and representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

(Sponsor)

By: \_\_\_\_\_ Date: \_\_\_\_\_

President

By: \_\_\_\_\_ Date: \_\_\_\_\_

Secretary

CENTENNIAL EDUCATION FOUNDATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

President

By: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director



**centennialX**  
*innovating education through design*