

AISGW Corporate Relations Policy

Purpose

This policy is intended to guide the development and management of relationships between the Association of Independent School of Greater Washington (AISGW) and its Corporate Partners. “Corporate relationships” shall be defined as transactions in which AISGW receives some benefit from an external entity, either as direct support, program sponsorships, or other collaborations. Participants in these relationships will be classified as Corporate Sponsors or Preferred Partners.

Types of Corporate Relationships

Corporate Sponsors

A Corporate Sponsor relationship involves a corporation or third party providing financial underwriting or in-kind goods or services to support an AISGW program, activity, or special event. Corporations are given recognition for their support in the form of public acknowledgements by AISGW. This does not include permitting the use of the AISGW name, logo, or identifying marks in the corporation’s promotion of its products or services other than a statement that the corporation is sponsoring a specific AISGW activity or event. (Terms and Conditions in Appendix A)

Preferred Partners

A Preferred Partner relationship involves the use of AISGW’s name, logo and/or identifying marks in a controlled manner in the promotion of a commercial product or service by the corporation. The AISGW name, logo and/or identifying marks may appear in promotional and advertising materials but not on the product or its packaging. (Terms and Conditions in Appendix B)

General Principles and Guidelines

AISGW will enter into corporate relationships to strengthen the organization’s finances and to provide meaningful, mission-related benefits to AISGW’s members.

Any proposed Preferred Partner relationship will be reviewed and approved by AISGW’s Executive Committee to ensure that such arrangements are consistent with AISGW’s mission and goals, do not create conflicts of interest or undermine the organization’s policies, and do not affect the objectivity of the association, its members, activities, and programs. This review will include in-person meetings between IE staff and Preferred Partner principals, who will present information about their organizations’ work. AISGW will contact Preferred Partner clients to verify information and determine quality of service and products offered. AISGW legal counsel will review Preferred Partner contracts.

1. AISGW staff will review and approve, prior to publication or dissemination, all marketing materials bearing AISGW's name, logo, and/or other identifying information for compliance with these principles and guidelines.
2. AISGW's Board of Trustees is responsible for overseeing the principles and guidelines governing AISGW's corporate relationships. AISGW's Executive Director is responsible for day-to-day oversight of all corporate relationships.
3. Participation in a corporate relationship does not imply AISGW's endorsement or approval of that corporation's general policies, products or services. AISGW will not exert influence to advance the interests of the corporation, nor shall the use of AISGW's logo imply endorsement. Participating corporations shall be required to disclose the fact that appearance of AISGW's name or logo in conjunction with their products or services does not constitute endorsement of those products or services by AISGW. Further, AISGW's members shall be informed that the expertise of a participating corporation does not preclude their use of the products or services of a competing supplier.
4. The terms, conditions, and purposes of the financial support will be documented by a signed agreement between the Corporate Sponsor or Preferred Partner and AISGW.
5. Unless prohibited by contract, AISGW will disclose the character of a corporate relationship, including any and all financial benefit, to any member upon request for same. All requests must be in writing, must include the identity and affiliation of the person making the request, and must be made for a proper purpose, which purpose must be set forth in the request.
6. Corporate Sponsors and Preferred Partners will not be entitled to receive free advertising [as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations] or other substantial return benefit from their contributions other than appropriate acknowledgments, items of nominal value, and/or the use of AISGW's name and logo in materials promoting a sponsored activity or project. For the purposes of this policy, "nominal" shall be defined according to IRS regulations.
7. Consistent with the corporate sponsorship provisions of the federal tax laws, AISGW may permit program materials and activities to include acknowledgments of financial and other support from organizations. Such acknowledgments may identify and describe the corporation's products or product lines in neutral terms and may include the corporation's name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the corporation's products, services, or facilities; (b) price information or other indications of savings or value associated with the corporation's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the Corporate Sponsor's or Preferred Partner's product or service. Any such acknowledgments will be created, or subject to prior review and approval, by AISGW.
8. AISGW will not enter into a corporate relationship where the amount of payment by the corporation is contingent upon attendance at an event or other measures of public exposure.

9. AISGW will carefully scrutinize any corporate relationship that gives a corporation the right to provide something of value to AISGW members to ensure that the giveaway item or service is of nominal value and is not tied to the volume or value of a member's purchase or use of the corporation's products or services.
10. AISGW maintains complete control of the planning, content, speaker selection, and execution of sponsored programs/events. AISGW may solicit from Corporate Sponsors and Preferred Partners proposals for presentations but in no way guarantees the acceptance of those proposals.
11. AISGW shall have written guidelines that will protect the privacy of individuals that participate in its corporate relationship activities and/or programs.
12. AISGW seeks a wide range of Corporate Partners for its programs, publications, and services. AISGW does, however, allow for sole sponsorships of events, publications, or services.
13. Where appropriate, AISGW will ensure that corporations agree to appropriate indemnification and hold harmless provisions to protect AISGW and its officers, directors, employees, and agents against any liability that might arise out of the corporation's acts or omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of the corporation's products.

AISGW reserves the right to terminate any corporate relationship if the Corporate Sponsor or Preferred Partner, or its representatives or agents, engage in any conduct, including but not limited to product promotion activities that would lead AISGW to reasonably determine that its continued participation in the arrangement with a particular company would adversely affect the goodwill and reputation of AISGW or its members. In the event of any such termination, AISGW will relinquish the corporation's contribution and return all unused funds. Upon expiration or termination, no further use may be made by the corporation of AISGW's name without the written approval of AISGW.

Approved by the AISGW Board of Trustee May 11, 2010

EXHIBIT A

AISGW Sponsorship Agreement Terms and Conditions

I. Primary Sponsor Benefits

A. During the term of this Agreement, AISGW agrees to identify and acknowledge Sponsor as a sponsor of AISGW by displaying Sponsor's name, logo and any other agreed-upon identifying information in an e-Directory of Sponsors to be emailed annually to AISGW's members and on the "Sponsor Page" of AISGW's Web Site (the "AISGW Site"). AISGW shall also provide Sponsor with a link between Sponsor's web site and the Sponsor Page of the AISGW Site. The manner, placement, form and content of said displays, listings and links shall be as reasonably determined by AISGW at its sole discretion.

B. In addition to the Primary Sponsor Benefits set forth above, Sponsor shall be entitled to sponsor one or more designated AISGW annual events, for additional fees and with additional benefits as set forth elsewhere herein (the "Additional Sponsor Programs").

C. If Sponsor purchases one or more of the Additional Sponsor Programs whereby Sponsor is entitled to use AISGW's legal name, trade names, acronym, logo and other identifying marks (the "AISGW Marks"); then, in such cases: (i) Sponsor shall receive a revocable, non-exclusive license to use the AISGW Marks for the sole purpose of promoting Sponsor's status as a sponsor of AISGW; (ii) all use of the AISGW Marks by Sponsor shall be approved in advance by AISGW provided that Sponsor agrees that it shall not use the AISGW Marks in a manner that states or implies that AISGW endorses Sponsor or Sponsor's products or services; (iii) Sponsor shall have no interest, right or title in or to the AISGW Marks other than the limited use license explicitly granted herein; and (iv) all intellectual property rights and other legal entitlements regarding the AISGW Marks (including without limitation any goodwill accruing from usage thereof) shall remain the sole, exclusive and perpetual property of AISGW.

II. Sponsor Marks

A. During the term of this Agreement, AISGW shall receive a revocable, non-exclusive license to use Sponsor's name, trade names, acronym and logo (the "Sponsor Marks") for the sole purpose of promoting Sponsor's status as a sponsor of AISGW and effectuating the Sponsor benefits described herein.

B. AISGW shall have no interest, right or title in or to the Sponsor Marks other than the limited use license explicitly granted herein. All intellectual property rights and other legal entitlements regarding the Sponsor Marks (including without limitation any goodwill accruing from usage thereof) shall remain the sole, exclusive and perpetual property of Sponsor.

C. Sponsor represents and warrants that: (i) it is the sole owner of all right, title and interest to the Sponsor Marks; (ii) it has not previously disposed of any of the rights herein granted to AISGW nor previously granted any rights adverse thereto or inconsistent therewith; (iii) there are no

rights outstanding that would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to AISGW; and (iv) the Sponsor Marks and any artwork, photographs or other intellectual property provided hereunder to AISGW does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

D. Sponsor shall hold harmless and indemnify AISGW respecting any breach of the foregoing representations or warranties.

III. Fees

A. AISGW may increase the Sponsorship fees from time to time, although no such change shall be retroactive. Any and all such changes will be effective upon any renewal hereof.

B. All Sponsorship fees are payable in advance and non-refundable.

IV. Term and Termination

A. This Agreement shall be effective for one year and shall renew automatically for successive one-year terms unless either party notifies the other party in writing at least thirty (30) days prior to the end of the then-current term of its intent not to renew.

B. Sponsor may terminate this Agreement upon thirty (30) days notice at any time for any or no reason by giving AISGW notice of termination; provided, however, that any and all fees paid by Sponsor to AISGW are non-refundable. Either Sponsor or AISGW may terminate this Agreement upon ten (10) days notice at any time in the event of material breach of this Agreement (including without limitation non-payment of fees) by the other party that is not cured within such ten (10) day period.

C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Marks and property shall expire, and each party shall immediately discontinue use of the other party's Marks and property.

V. Links & Promotion

A. AISGW will provide links ("Links") to Sponsor that Sponsor may place on its website and through which users of its website may access the Sponsor Page of the AISGW Site. Sponsor may display any of the Links it chooses, in any of the formats provided by AISGW, on as many areas or pages of Sponsor's website as Sponsor desires. Sponsor may not reformat or otherwise change the Links without the prior written consent of AISGW.

B. AISGW shall make available to Sponsor pre-approved, standard language announcing its participation as an AISGW Sponsor. Any press release or announcement relating to the participation as an AISGW Sponsor must be either in the form of the pre-approved standard language or otherwise pre-approved in writing by AISGW.

VI. Important Disclaimers

A. No representation, promise, inducement, warranty, or statement of intention has been made by the parties that are not explicitly set forth in this Agreement. AISGW makes no express or implied warranty or representation whatsoever regarding the revenue potential deriving from or other value of the AISGW Sponsorship program.

B. Sponsor is solely responsible for the development, operation and maintenance of its websites, and for all materials and content that appear on its websites, and all products or services provided by Sponsor.

C. Sponsor and AISGW are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales relationship, or employment relationship between Sponsor and AISGW. Sponsor understands that it does not have authority to act for or on behalf of, make representations on behalf of or bind AISGW.

D. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE AISGW SPONSORSHIP PROGRAM OR BENEFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF DATA OR LOSS OR INTERRUPTION OF SERVICES OR COMMUNICATIONS. FURTHER, AISGW'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE PRO-RATA PORTION OF FEES RECEIVED HEREUNDER BY AISGW ATTRIBUTABLE TO THE REMAINING PERIOD OF THE THEN-CURRENT TERM OF THIS AGREEMENT.

E. Except with regard to payment of fees hereunder, neither party shall be liable under this Agreement for non-performance to the extent caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

F. AISGW shall have no obligations under this Agreement if Sponsor fails to make timely payment of any monies owed to AISGW as required hereunder.

G. In the event Sponsor elects to sponsor a specific AISGW event as described in Section I.B above, Sponsor agrees that AISGW shall have no liability whatsoever in any circumstance for loss, theft, destruction or damage to Sponsor's signage or other property at the premises of any such events.

H. All sponsorships to AISGW are non-exclusive unless explicitly and expressly stated otherwise in the Agreement.

VII. General Legal Terms

A. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Agreement may not be modified except in writing signed by both parties hereto.

B. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

C. Neither party may assign, delegate or otherwise transfer the rights and/or obligations of this Agreement to a third party without the other party's prior written permission, except that AISGW may freely assign this Agreement upon notice to an entity controlling, controlled by or under common control with it. Any attempted assignment, delegation or transfer of this Agreement (in whole or in part) in violation of this provision shall be null and void. This Agreement shall be binding upon the successors and/or assignees of the parties provided such transfer is in compliance with the terms hereof.

D. All notices under this Agreement shall be in writing and deemed to have been given when delivered: (i) personally via a reputable courier service with written confirmation of receipt; (ii) via registered or certified mail, postage prepaid, with written confirmation of receipt; or (iii) via email or facsimile with mechanical verification of receipt.

E. The parties agree that this Agreement shall survive and remain fully in force in the event of any change in control by either party due to an acquisition, merger, partial sale of assets, or other financial transaction impacting the executive management and/or legal ownership of either entity.

F. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by the legal provision that most closely achieves the intent of the invalid provision.

G. During the Term, each party may acquire non-public information about the business, products, services, members, vendors, customers, clients, suppliers and other relevant relations of the other party (collectively "Confidential Information"). Each party agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information of the other party.

H. This Agreement, and the rights and obligations hereunder, shall be governed by and interpreted under the laws and decisions of the District of Columbia; provided, however, that the parties agree to use best efforts in good faith to resolve any conflicts or controversies arising from this Agreement informally and amicably between them before submitting any such matters for judicial resolution. The exclusive jurisdiction, venue and forum for any litigation hereunder shall be within the District of Columbia.

EXHIBIT B

PREFERRED PARTNER AGREEMENT

This Preferred Partner Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2010 (the "Effective Date") by and between the Association of Independent Schools of Greater Washington ("**AISGW**"), a District of Columbia Non-Profit Corporation at P.O. Box 9956, Washington, DC 20016, and _____ ("Partner"), a _____ Corporation at _____.

WHEREAS: (a) AISGW is a non-profit association of independent schools in the greater Washington, DC area; (b) Partner offers products and/or services that are of interest to AISGW's membership; (c) Partner desires the right to use AISGW's name to market Partner's products and/or services to AISGW's members ("MEMBERS"); and (d) Partner desires to have opportunities to market Partner's products to MEMBERS through AISGW's website, newsletter, and programs and events, as outlined in Exhibit 1 attached hereto and hereby made a part of the Agreement by this reference. **NOW THEREFORE**, the parties hereby covenant and agree as follows:

1. PURPOSE.

1.1 AISGW hereby grants to Partner a limited, non-exclusive license to use AISGW's name, trade names, service marks, logo and other identifying marks (collectively, the "AISGW Marks") for purposes of marketing and selling to MEMBERS those products and/or services of Partner identified in Section 1.2 below (the "Services").

1.2 The Services consist of _____.

1.3 To the extent permitted by applicable law, Partner shall endeavor to offer the Services to MEMBERS at a discount of no less than five percent (5%) off of Partner's published rates for the Services.

2. TERM.

2.1 The term of this Agreement shall be for one (1) year commencing on the Effective Date, and will automatically and perpetually renew itself for additional one-year periods unless terminated by either party upon written notice at least thirty (30) days prior to the end of the then current term (the "Term").

2.2 AISGW may terminate this Agreement immediately upon notice to Partner if Partners fails to make payment of the Annual Fee when due or breaches any other material obligation hereunder, and fails to cure such breach within three (3) business days of receipt of notice from AISGW regarding such breach.

3. MARKETING. Partner agrees to actively market the Services, at its own expense, to MEMBERS via direct mailings, e-mail, faxes and/or phone solicitations. AISGW agrees to provide Partner (free of charge) with AISGW's membership and related mailing lists for such purposes. Partner shall comply with the AISGW Privacy Policy and shall refrain from soliciting any MEMBERS that request not to receive such materials.

4. AISGW PREFERRED VENDER PARTNERSHIP.

4.1 Each calendar year during the Term, Partner shall pay to AISGW an affiliation fee of Ten Thousand Dollars (\$10,000) ("Annual Fee"). Partner shall make the first payment of the Annual Fee upon execution of this Agreement and thereafter upon each annual anniversary of the Effective Date.

4.2 As part of its affiliation with AISGW and upon payment of each Annual Fee, Partner shall be entitled to the benefits set forth in Exhibit 1 attached.

5. ROYALTY.

5.1 In addition to payment of the Annual Fee, and in exchange for the license granted herein to Partner to use the AISGW Marks, Partner shall pay a "name usage" royalty to AISGW equal to _____percent (____%) of the gross revenues received by Partner during the Term from sales of the Services to MEMBERS (the "Royalty"). AISGW agrees that Partner may recoup each payment of the Annual Fee from sales of the Services to MEMBERS prior to making any payment of the Royalty to AISGW in a given calendar year during the Term.

5.2 Partner shall make payment of the Royalty to AISGW on a quarterly basis, and will generate a quarterly statement of all sales activity conducted under this Agreement. This report will be submitted to AISGW, along with payment of any Royalty due hereunder, within 15 days of the end of each calendar quarter during the Term.

6. EXCLUSIVITY. During the Term, Partner shall refrain from entering into similar marketing agreements or other strategic alliances directly with AISGW's members.

7. PROMOTION. Partner shall not issue any press release regarding this Agreement without AISGW's prior consent, which consent will not be unreasonably withheld or delayed. Each party to this Agreement is an independent contractor and neither shall be considered an employee, agent, partner or joint venture of the other.

8. RELATIONSHIP MANAGEMENT. The parties shall designate a primary point of contact (the "POC") who will be responsible for coordinating performance of this Agreement as set forth below.

AISGW's POC is:

Name: _____

Title: _____

Telephone: _____

Fax: _____

E-Mail: _____

Partner's POC is:

Name: _____

Title: _____

Telephone: _____

Fax: _____

E-Mail: _____

9. LEGAL PROVISIONS. This Agreement is subject to the statement of "Legal Terms and Conditions" attached hereto as Exhibit 2 and hereby made a part of the Agreement by this reference.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year specified below.

AISGW

PARTNER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEGAL TERMS & CONDITIONS

(a) Any amendment hereto is effective only if in writing and signed by the parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements or understandings in connection with the subject matter hereof.

(b) Neither party may assign, delegate or otherwise transfer the rights and/or obligations of this Agreement to a third party without the other party's prior written permission, except that AISGW may freely assign this Agreement upon notice to an entity controlling, controlled by or under common control with it. Any attempted assignment, delegation or transfer of this Agreement (in whole or in part) in violation of this provision shall be null and void. This Agreement shall be binding upon the successors and/or assignees of the parties provided such transfer is in compliance with the terms hereof.

(c) Partner shall have no interest, right or title in or to the AISGW Marks other than the limited marketing rights explicitly granted under this Agreement. All intellectual property rights and other legal entitlements regarding the AISGW Marks (including without limitation any goodwill accruing from usage thereof) shall remain the sole, exclusive and perpetual property of AISGW.

(d) All notices under this Agreement shall be in writing and deemed to have been given when delivered: (1) personally via a reputable courier service with written confirmation of receipt; or (2) via registered or certified mail, postage prepaid, with written confirmation of receipt. All notices given hereunder shall be addressed to a party's POC as stated in the Agreement (or to such other address as either of said parties may designate in writing pursuant to this notice provision).

(e) The parties agree that this Agreement shall survive and remain fully in force in the event of any change in control by either party due to an acquisition, merger, partial sale of assets, or other financial transaction impacting the executive management and/or legal ownership of either entity.

(f) No waiver by any party of any condition or the breach of any provision of this Agreement (whether by conduct or otherwise) in any one or more instances shall be deemed a further or continuing waiver of that or any other provision hereof.

(g) No representation, promise, inducement, warranty or statement of intention has been made by the parties that is not explicitly set forth in this Agreement. AISGW makes no express or implied warranty or representation whatsoever regarding the marketability or the revenue potential of sales of the Services to the MEMBERS.

(h) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid provision shall be replaced by the legal provision that most closely achieves the intent of the invalid provision.

(i) AISGW may, at any time during the Term and for a period of one (1) year thereafter, enter Partner's business premises at regular business hours, upon five (5) days prior written notice, to inspect Partner's relevant books and records pertaining to this Agreement to ensure the accuracy of any Royalty payment due hereunder. AISGW may not conduct such an audit more than once during any calendar year unless otherwise justified by good cause, and all such information of Partner shall be treated by AISGW as "Confidential Information" of Partner. If any such audit reveals that Partner underpaid AISGW five percent (5%) or more with respect to any amounts due to AISGW, Partner shall immediately pay the difference to AISGW and shall also reimburse AISGW for reasonable "out-of-pocket" costs and expenses actually incurred by AISGW in conducting the audit, including an allocable portion of overhead expenses for in-house accounting personnel involved in such audit.

(j) During the Term, each party may acquire non-public information about the business, products, services, members, partners,

customers, clients, suppliers and other relevant relations of the other party (including the terms and conditions of this Agreement), all of which shall be deemed to be the trade secrets or confidential and proprietary information of the other party (collectively "Confidential Information"). Confidential Information shall not include any information that is or becomes part of the public domain through no fault of either party or that either party regularly gives to third parties without restriction on use or disclosure. Both parties agree: (1) to hold the Confidential Information of the other party in the strictest confidence; (2) not to disclose the Confidential Information of the other party to others; (3) not to use the Confidential Information of the other party in any way, commercially or otherwise, except in performing its obligations under this Agreement; and (4) not to allow any unauthorized person to gain access to the Confidential Information of the other party, either before or after expiration or termination of this Agreement. Each party further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information of the other party, including without limitation, implementing and enforcing reasonable operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(k) Neither party shall have, nor represent itself as having, any authority (whether expressly or by implication) to enter into any agreement in the other party's name or to obligate or bind the other party in any matter whatsoever. The parties to this Agreement are independent contractors, and there is no relationship of partnership, agency, employment, franchise or joint venture between the parties.

(l) This Agreement, and the rights and obligations hereunder, shall be governed by and interpreted under the laws and decisions of the District of Columbia; provided, however, that the parties agree to use best efforts in good faith to resolve any conflicts or controversies arising from this Agreement informally and amicably between them before submitting any such matters for judicial resolution. The exclusive jurisdiction, venue and forum for any litigation hereunder shall be within the District of Columbia.

(m) This document, when signed by AISGW and Partner, shall be a binding legal contract between them, provided, however, that AISGW shall have no obligations under this Agreement if Partner fails to make timely payment of any monies owed to AISGW as required hereunder.

*Approved by AISGW Board of Trustees
May 11, 2*

