



Overview

Thank you for sponsoring the Apache Software Foundation. This agreement sets the expectations for both parties for the best success for the future.

The ASF Sponsorship Program overview & benefits are always available at <https://www.apache.org/foundation/sponsorship.html>

As you have already been approved, you still might be curious about [Who Can Sponsor the ASF?](#) Congratulations on being selected.

Thank You Link, Logos & Intellectual Property

The ASF agrees to identify and acknowledge your contribution to the ASF Sponsorship Program, pursuant to United States Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying the Sponsor's agreed-upon identifying information and/or logo on the ASF's sponsor thank you page at <https://www.apache.org/foundation/thanks.html> as well as marketing, advertising, and promotional media in connection with the ASF Sponsorship Program, in the manner (placement, form, content, etc.) reasonably determined by ASF in its sole discretion.

Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship.

During the term of this Agreement, Sponsor shall be permitted to utilize ASF's name, acronym and applicable [Sponsor logo](#) for the sole purpose of promoting Sponsor's support of the ASF Sponsorship Program.

The ASF is the sole owner of all right, title, and interest to all ASF information, including ASF's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. ASF hereby grants to Sponsor a limited, non-exclusive license to use certain of ASF's intellectual

property, including ASF's name, acronym, and applicable Sponsor logo (collectively, the "ASF Property"), solely in connection with promotion of Sponsor's sponsorship of the ASF Sponsorship Program. Sponsor agrees that it shall not use ASF's Property in a manner that states or implies that ASF endorses Sponsor (or Sponsor's products or services). It is understood that ASF retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.

Further Press information is available at <https://www.apache.org/press/> and <https://www.apache.org/press/#third-party-announcements>.

Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to ASF a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a supporter of the ASF Sponsorship Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to ASF nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to ASF; and that the Sponsor Property 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.

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

Payment Information

In consideration for the right to join the ASF Sponsorship Program and to be acknowledged by ASF as a sponsor of the ASF Sponsorship Program during the term of this Agreement, Sponsor agrees to make a contribution to ASF of _____ USD (\$_____) per year. Cash contributions to be paid in a single lump-sum within thirty (30) days of the commencement of each Term of the Agreement unless otherwise negotiated with the ASF Vice President, Fundraising.

A Sponsor can be both a service & cash sponsor. We encourage Sponsors to work with the ASF to identify and provide in-kind products, services and/or facilities to the ASF, ASF's members, and/or in connection with ASF activities.

The ASF is 100% volunteer-led and relies on our sponsors to sustain our foundation. Please consider a multi-year agreement to allow us to focus on making great software instead of fundraising!

To the extent that any portion of a payment under this section would not (if made as a Separate payment) be deemed a qualified sponsorship payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified sponsorship payment.

As a 501(c)(3) recognized charitable non-profit organization, the ASF does not pay any taxes. And while your donation is tax-deductible to the extent permissible by law, if your jurisdiction does not recognize our tax-free status, the Sponsor is responsible for paying any fees, taxes or withholdings in addition to your donation.

Term, Relationship, Indemnification & Confidentiality

The Term of this Agreement will begin on the invoice date and continue for a period as specified on the same invoice. The Agreement shall automatically renew per the intake questionnaire unless (i) either party terminates for any reason upon sixty (60) days prior written notice to the other party; (ii) one party notifies the other party that the other party is in material breach of its obligations under this Agreement and such breach (if curable) is not cured within fifteen (15) days of such notice; or (iii) both parties agree to terminate by mutual written consent.

The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

Sponsor shall indemnify and hold harmless ASF, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, website, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the

other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

The ASF has Sponsors who desire to remain anonymous. All efforts are made to respect these wishes but this type of relationship is not considered confidential information especially in regards to legal, tax and oversight requirements to disclose sponsors.

General Provisions

Sponsorship is non-exclusive and vendor-neutral.

All sponsor benefits are subject to change at the ASF sole discretion.

Donations are not refundable.

Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws or choice-of-law principles.

This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.

This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing signed by both parties.

All notices given under this Agreement shall be in writing, addressed to the parties at the addresses set forth below, and shall be deemed to have been duly given when delivered when sent by overnight courier; certified mail (return receipt requested); or by email (when acknowledged).

Date:

The parties have executed this Agreement through their duly authorized representatives as of the date first written above.

Targeted Sponsor Specific Provisions

If applicable, please see

<https://docs.google.com/document/d/1JhZEcty2fSx7ZxiBs41j3qOUrqsA7TvKmQ13ZZ61IJY/edit>

The Apache Software Foundation

Sponsor:

Signature:

Signature:

Name:

Name:

Title:

Title:

Address: 401 Edgewater Place,
Suite 600, Wakefield, MA 01880 USA

Address:

Email Address:

Email Address:

*Thanks to Venable LLP, 575 7th Street, N.W., Washington, D.C. 20004 for the sample documents used to help with this document.
See*

<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwjf6pehs9jWAhVrxoMKHfwQDf0QFggmMAA&url=http%3A%2F%2Fwww.nata.org%2Fsites%2Fdefault%2Ffiles%2FModel-Corporate-Sponsors-hip-Agreement-short-form-ACC-version.DOC&usg=AOvVawInAmSDpyVK-5mPIHNF3E86>. For more information, please contact Jeff Tenenbaum at jstenenbaum@venable.com or via telephone at 202-344-8138.