

**SAMPLE ONLY**  
**Schedule 1 of APPENDIX**  
**TWO**  
**QUALIFIED SPONSOR AGREEMENT**

THIS QUALIFIED SPONSOR AGREEMENT (this “**Agreement**”) is entered into effective \_\_\_\_\_, 2023 (“**Effective Date**”), by and between (“**Sponsor**”), and The University of Texas Permian Basin, an agency of the State of Texas and an institution of higher education (“**University**”).

University has the right to grant Sponsor certain sponsorship benefits related to University’s Intercollegiate Athletics.

Sponsor desires to identify itself as an official sponsor (“**Official Sponsor**”) of University’s Intercollegiate Athletics and receive sponsorship recognition rights provided in this Agreement in exchange for the sponsorship payment described in **Section 3** of this Agreement.

Sponsor is aware that the terms of this Agreement will not incorporate or affect any philanthropic payments donated to University by Sponsor, if any.

In consideration of good and valuable consideration received and acknowledged to be adequate, Sponsor and University agree as follows:

**1. Sponsorship Recognition.**

1.1. Recognition. University will provide to Sponsor recognition as set forth on **EXHIBIT A** Sponsorship Recognition & Guidelines, attached and incorporated for all purposes, so long as such recognition complies with **Section 1.2** and satisfies the qualified sponsorship requirements under the then current Treasury Regulations. All sponsorship recognition provided under this Agreement is collectively referred to herein as “**Sponsorship Recognition**.” All Sponsorship Recognition materials provided under this Agreement are collectively referred to as “**Sponsorship Recognition Material**.”

1.2. No Endorsements or Calls to Action. Notwithstanding any other term or condition of this Agreement to the contrary, no Sponsorship Recognition Material or recognition of Sponsor of any other any kind, may state or imply that University endorses a particular company, organization or any other entity, including Sponsor, or any other entity’s goods or services, including Sponsor’s goods or services.

Sponsor will not have the right to display a message in Sponsorship Recognition Material that contains a comparative or qualitative description of Sponsor’s goods or services, price information about Sponsor’s goods or services, or any other message that is a call to action related to Sponsor’s goods or services.

## 2. Term; Termination.

2.1 Term. The term (“**Term**”) of this Agreement will commence on the Effective Date and will expire on **August 31, 2025** (“**Expiration Date**”) with a one (1) three (3) year option to extend; provided, the stated expiration date of the Term of this Agreement will not be later than the stated expiration date of that certain *Beverage Vending and Pouring Rights Agreement* between University and Sponsor dated effective \_\_\_\_\_, 20\_\_ (the “**Beverage Agreement**”). *The Term of this Agreement will run conterminously with the term of the Beverage Agreement, and upon the expiration or earlier termination of the Beverage Agreement, this Agreement will automatically and simultaneously terminate also.*

2.2 Termination with Cause. Either party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this Agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this Agreement prove to be untrue or inaccurate in any material respect.

2.3 University’s Rights to Terminate. University may immediately terminate this Agreement upon written notice to Sponsor, if University determines that continued affiliation with Sponsor is inconsistent with University’s mission or philosophy and/or adversely impacts the reputation of University. If University terminates this Agreement under this **Section 2.3**, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Payment due to University based on the Sponsorship Recognition actually provided to Sponsor by University prior to termination. If Sponsor has, as of the effective date of termination, paid to University more than the pro-rata amount, University will refund the difference to Sponsor within thirty (30) days after the effective date of termination.

2.4 Continuing Obligations. Expiration or termination of this Agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

## 3. Sponsorship Payment. [NOTE TO PROPOSER: This Section 3 will be completed based on Sponsor’s proposal in response to Section 6 of the RFP. For example:

As consideration for the rights granted to Sponsor under this Agreement, Sponsor will pay to University sponsorship recognition): an aggregate amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) [\$\_\_\_\_\_ for the website sponsorship recognition and \$\_\_\_\_\_ for all other Sponsorship Recognition] (“**Cash Sponsorship Payment**”).

The Cash Sponsorship Payment will be payable as follows:

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In addition, Sponsor has agreed to transfer, and University has agreed to accept, goods and/or services with a total value of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (“**In Kind Sponsorship Payment**”) as payment-in-kind for the rights granted to Sponsor under this Agreement. The (a) goods and/or services to be provided by Sponsor, and (b) date and method or delivery, are described in detail in **EXHIBIT C**, In Kind Sponsorship Payment, attached and incorporated for all purposes.

The Cash Sponsorship Payment and the In Kind Sponsorship Payment are collectively the “**Sponsorship Payment**.”

#### **4. Payment and Billing.**

4.1 Manner of Payment. Unless otherwise provided by this Agreement, the Sponsorship Payment under this Agreement will be paid by check made payable to University.

4.2 Time/Late Payments. Sponsor will deliver the Sponsorship Payment to University at:

The University of Texas Permian Basin  
4901 E. University Blvd.  
Odessa, TX 79762  
Attn: Student Accounts

in accordance with **Section 3** of this Agreement. Failure to pay the Sponsorship Payment on the date(s) specified in **Section 3** of this Agreement will constitute a breach of this Agreement. In the event of a breach, University may exercise all its legal rights and remedies and immediately suspend all future Sponsorship Recognition under this Agreement. Sponsor will continue to be responsible for all unpaid Sponsorship Payments under this Agreement.

#### **5. Insurance; Indemnification.**

5.1 Insurance. If Sponsor’s employees, agents, suppliers or subcontractors will be present on University’s property, Sponsor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

<u>Coverages</u>	<u>Limits</u>
Workers’ Compensation	Statutory Limits
Employer’s Liability	\$1,000,000 per accident and employee
Commercial General Liability (including contractual liability)	\$1,000,000 per occurrence
Personal & Advertising Injury	\$1,000,000 per occurrence
Product/Completed Ops	\$1,000,000 aggregate
Business Auto Liability	\$1,000,000 combined single limit
General Aggregate	\$2,000,000 per policy limit

All policies (except Workers' Compensation) will name University, the Board, and their officers and employees as Additional Insured. A Waiver of Subrogation in favor of University and the Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to University prior to the Effective Date of this Agreement. Sponsor will endorse all policies to require insurance carriers to notify University of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein.

5.2 Damage or Injury. Sponsor will be solely responsible for any damage or injury to University's facilities, property (tangible or intangible), or personnel that results from acts or omissions of Sponsor or Sponsor's employees, agents, suppliers or subcontractors.

5.3 General Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM, IN WHOLE OR IN PART, ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF SPONSOR, ANYONE DIRECTLY EMPLOYED BY SPONSOR OR ANYONE FOR WHOSE ACTS SPONSOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

5.4 Intellectual Property Indemnity. SPONSOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF SPONSOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY SPONSOR AND SPONSOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH SPONSOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**6. Relationship of the Parties.** For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Sponsor is an independent entity and is not a partner, joint venturer, or agent of University. Sponsor will not bind nor attempt to bind University to any agreement or contract. As an independent entity, Sponsor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

**7. Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University:      The University of Texas Permian Basin  
                                 Office of Purchasing  
                                 Email: [montalvo\\_e@utpb.edu](mailto:montalvo_e@utpb.edu)  
                                 Attention: Elsa Montalvo

*with copy to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

**8. General.**

8.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Sponsor and University and will supersede any and all other agreements between the parties whether verbal or otherwise. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.

8.2 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance is held to be invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected.

8.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

8.4 Subject to Laws, Regulations and Rules. This Agreement and all rights granted under this Agreement are subject to (i) all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the “**Applicable Laws**”), (ii) all existing contractual arrangements and obligations of University; (iii) the constitution, bylaws, rules, policies and procedures of the National Collegiate Athletic Association (NCAA), Conference, and any other athletic organization with jurisdiction (collectively, “**Athletic Organization Rules**”); and (iv) all University Rules. For purposes of this Agreement, “**University Rules**” means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System found at <http://www.utsystem.edu/board-of-regents/rules>; (ii) the policies of The University of Texas System found at <http://www.utsystem.edu/board-of-regents/policy-library>; (iii) the institutional rules and regulations and policies of University found at [www.utpb.edu/university-offices/human-resources/doscs/standards-of-conduct.pdf](http://www.utpb.edu/university-offices/human-resources/doscs/standards-of-conduct.pdf).

8.5 Texas Public Information Act. University strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. If Sponsor provides goods or services to University, then in accordance with Section 552.2 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Sponsor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

8.6 Compliance with Law and Rules; Licenses and Permits. Sponsor and University will comply with all Applicable Laws, Athletic Organization Rules and University Rules. In addition, each party will obtain and maintain in effect at its sole expense, all licenses or permits that are required for that party’s performance of this Agreement.

8.7 Venue; Governing Law. Ector County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

8.8 Assignment; Waiver. This Agreement, including the rights under it, may not be assigned or transferred by Sponsor, nor may University be required to broadcast or publish Sponsorship Recognition Materials that recognize or benefit any entity other than Sponsor. Failure of University or Sponsor to enforce any provision of this Agreement will not be construed as a general relinquishment or waiver as to that provision or any other provision of this Agreement.

8.9 Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

8.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

8.11 Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

8.12 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination

8.13 Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

8.14 Ethics Matters: No Financial Interest. Sponsor and its employees, agents, representatives and subcontractors have read and understand:

University's Conflicts of Interest Policy available at: <https://www.utpb.edu/university-offices/compliance-and-accommodations/conflict-of-interest/index>

University's Standards of Conduct Guide available at: <https://www.utpb.edu/university-offices/human-resources/docs/standards-of-conduct.pdf>

Applicable state ethics laws and rules available at: [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics)

Neither Sponsor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Sponsor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

8.15 Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Sponsor and University may terminate this Agreement without further duty or obligation hereunder. Sponsor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

8.16 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNIVERSITY PROVIDES ANY AND ALL SERVICES TO SPONSOR UNDER THIS AGREEMENT "AS IS", WITHOUT WARRANTIES, GUARANTEES, CERTIFICATIONS, OR REPRESENTATIONS OF ANY KIND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) UNIVERSITY EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, (2) UNIVERSITY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT

EXCEED THE AMOUNTS PAID BY SPONSOR TO UNIVERSITY DURING THE IMMEDIATELY PRECEDING CONTIGUOUS TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, AND (3) UNIVERSITY WILL NOT BE RESPONSIBLE OR LIABLE TO SPONSOR OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SPONSOR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS, REVENUES, OR SAVINGS, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.17 Tax Liability. The Sponsorship Payment is intended to be a qualified sponsorship payment as defined in the *Internal Revenue Code*. Sponsor acknowledges that the issue of tax liability as a result of entering into this Agreement is an important concern to University.

8.18 External Terms. This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's provision of goods or services under this Agreement ("**External Terms**"). The External Terms are null and void and will have no effect under this Agreement, regardless of whether University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.



The parties have executed this Agreement as of the dates indicated below.

**"University"**

**The University of Texas of Texas Permian Basin**

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

Name: Cesario Valenzuela

Title: Senior VP of Business Affairs

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

**"Sponsor"**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attach:**

**EXHIBIT A** – Sponsorship Recognition & Guidelines

**EXHIBIT B** – Intentionally left blank

**EXHIBIT C** – In Kind Sponsorship Payment

**EXHIBIT D** – Trademarks

## EXHIBIT A

### SPONSORSHIP RECOGNITION & GUIDELINES

#### 1. Specific Recognition

**[NOTE TO PROPOSER: This Section 1 will be completed based on Proposer's response to RFP.]**

##### 1.1 To be proposed by contractor.

##### 1.2 Promotional Product and Printed Material Distribution

1.2.1 Products and Materials. Subject to the terms and conditions of this Agreement, Sponsor will have the following Sponsorship Recognition Material distribution rights:



Sponsor understands, acknowledges, and agrees that the method of distribution and the amount, scope, and type of promotional products that may be distributed in accordance with this Section will be determined by University.

1.2.2 Policy Limitations. University Rules, including Rule 80301, place restrictions on the display and distribution of promotional products and the distribution of printed material related to goods or services provided by Sponsor. Among other restrictions, such activities: (i) may not interfere with the use of facility entrances and exits or the flow of pedestrian or vehicular traffic; (ii) may not harass, embarrass, or intimidate the people being solicited; (iii) may not violate any applicable law or regulation; (iv) may only be authorized the day before and the day of an intercollegiate athletic event or an athletic related event taking place in a facility used for athletic events; (v) may only be conducted from booths, tables, and kiosks (or in a University designated area for display of motorized vehicles) immediately adjacent to an athletic facility, the location and number of which have been authorized by University; (vi) must be conducted in accordance with University Rules, including those regarding safety; and (vii) must not include making sales or taking orders.

1.2.3 License Required. Any promotional products distributed under this Agreement that are imprinted with the name, logos, trademarks, service marks and other symbols of University (collectively, "**University Marks**") may only be imprinted pursuant to a license issued by *Strategic Marketing Affiliates LLC* or any successor identified by University.

##### 1.3 Other

## 2. Guidelines

### 2.1 **Approval of Sponsorship Recognition Material; Use of University Marks; Use of University Name; License; Required Approval.**

2.1.1 Approval of All Sponsorship Recognition Material. All Sponsorship Recognition Material is subject to approval by University, which will not be unreasonably withheld. All Sponsorship Recognition Material must comply with Applicable Laws, Athletic Organization Rules and University Rules. All Sponsorship Recognition Material must be submitted to:

The University of Texas Permian Basin

Attention: Matt Plummer

Email: plummer\_m@utpb.edu

for written approval *prior to production and use*. The parties will cooperate with each other in order to assure compliance with this Section. Requests for written approval of Sponsorship Recognition Material will be in writing, accompanied by the material to be approved, and transmitted by facsimile, express mail, overnight carrier, or regular mail depending upon the expected response time. University will use reasonable efforts to respond to requests within ten (10) days after the date the request is received by University in accordance with this Section. Failure to obtain prior written approval required by this Section will be a material breach of this Agreement and will entitle University to terminate this Agreement.

2.1.2 Use of Marks; License Grant. University, on behalf of the Board of Regents of The University of Texas System, an agency of the State of Texas (“**Board**”), grants to Sponsor (also referred to as “**Licensee**”) during the Term a non-exclusive, non-transferable, non-sublicensable license to use the trademarks, service marks and domain names listed in **EXHIBIT D** (“**Marks**” or “**University Marks**”), attached and incorporated for all purposes, in accordance with the Sponsorship Agreement. Licensee accepts this license subject to the Trademark License Agreement Terms and Conditions found at <https://trademarks.utexas.edu/types-agreements>.

### 2.2 **Inability to Broadcast or Publish.**

If University, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God, (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such broadcasting or publishing), or for any reason, including mechanical breakdowns beyond the control and without the fault of University, is unable to broadcast or publish Sponsorship Recognition Materials at the time specified, University will not be liable to Sponsor except to the extent of allowing a pro rata reduction in the Sponsorship Payment or reasonably suitable alternate broadcast or publication arrangements.

## 2.3 Sponsorship Recognition Material Preparation.

2.3.1 University Obligations. University will provide broadcast time or publication space for Sponsorship Recognition Material prepared by Sponsor or Sponsor's agent. Production of Sponsorship Recognition Material, supplying talent, and other services will be arranged, coordinated and paid for by Sponsor and are not covered by this Agreement. University's obligation under this Section to provide broadcast time or publication space for Sponsorship Recognition Material is conditioned upon Sponsor providing University the necessary Sponsorship Recognition Material and any related services, all of which must have been approved pursuant to **Section 2.1** and submitted to University no later than fourteen (14) days prior to broadcast or publication (the "**Material Due Date**").

2.3.2 Right to Substitute Sponsorship Recognition Material for Broadcast. If University does not receive the Sponsorship Recognition Material for broadcast, previously approved as required by **Section 2.1** of this Exhibit, by the Material Due Date, University will notify the following Company representative verbally: \_\_\_\_\_, (\_\_\_\_\_) \_\_\_\_\_, with

written confirmation delivered in accordance with **Section 7** of this Agreement. If Sponsor fails to provide University with the approved Sponsorship Recognition Material at least twenty-four (24) hours after the Material Due Date, University will not be obligated to broadcast the Sponsorship Recognition Material. University's failure to broadcast the Sponsorship Recognition Material as a result of Sponsor's failure to meet the Material Due Date will in no way relieve Sponsor of any of its obligations and duties under this Agreement, including the obligation to pay the Sponsorship Payment in full.

2.3.3 Failure to Deliver Sponsorship Recognition Material for Print Publications. If University does not receive the Sponsorship Recognition Material for print publications, previously approved as required by **Section 2.1** of this Exhibit, by the Material Due Date or if copy corrections are submitted after that date, University will not be obligated to publish the Sponsorship Recognition Material. University's failure to publish the Sponsorship Recognition Material as a result of Sponsor's failure to meet the Material Due Date will in no way relieve Sponsor of any of its obligations and duties under this Agreement, including the obligation to pay the Sponsorship Payment in full.

2.3.4 Revisions to Sponsorship Recognition Material. Any revision to or rewrites of Sponsorship Recognition Material will be at the sole cost of Sponsor.

2.3.5 Positions/Timing of Sponsorship Recognition Material. The specific placement or timing of Sponsorship Recognition Material in broadcasts or print publications is not guaranteed unless expressly specified in this Exhibit.

2.3.6 Handling of Sponsorship Recognition Material. University will exercise normal precautions, but will assume no liability for losses or damages to Sponsorship Recognition Material or other property furnished by Sponsor in connection with this Agreement.

2.3.7 Releases and Clearances. Sponsor represents and warrants that for all Sponsorship Recognition Material, Sponsor has procured any and all necessary exclusive rights, clearances and permissions for Sponsor's production and University's broadcast and publication of the Sponsorship Recognition Material as contemplated in this Agreement, including any and all rights, clearances and/or permissions necessary to use all locations, names, likenesses, identities, trademarks and service marks.

**EXHIBIT C**  
**In Kind Sponsorship Payment**

**[NOTE TO PROPOSER: This Exhibit C will be completed based on Proposer's response to the RFP.]**

Failure to deliver the In-Kind Sponsorship Payment on the date(s) specified in this **EXHIBIT C** will constitute a breach of this Agreement. In the event of a breach, University may exercise all its legal rights and remedies and immediately suspend all future Sponsorship Recognition under this Agreement. Sponsor will continue to be responsible for all undelivered In-Kind Sponsorship Payments under this Agreement.

## **UNIVERSITY MARKS**

**Please see the University of Texas Permian Basin Identity Guide below:**

[https://drive.google.com/file/d/1z-vxwPAXy-sGQeSYTVuYNbrra-oQE-am/view?usp=share\\_link](https://drive.google.com/file/d/1z-vxwPAXy-sGQeSYTVuYNbrra-oQE-am/view?usp=share_link)