



# Global Conference on Sustainability in Higher Education

## Host Institution Sponsorship 2021 Terms and Conditions

- All Host Institutions must abide by the Terms & Conditions below and all registrants must abide by Registration Policies.
- Host Institution packages are available only to AASHE member institutions.
- Certain benefits may not be available if the signed Agreement is not received by AASHE by September 1, 2021.
- Registration will close at 11:59 PM ET on October 14, 2021. Attendees must be registered by October 14, 2021, in order to gain access to the on-demand content.
- Registration and other benefits will not be available to Host Institutions until full payment has been received.
- Registrants must register using an approved institutional email domain, which must be provided to AASHE by the Host Institution. Registrations using email domains such as Gmail or Hotmail will have their registration canceled.
- For Capped Registration packages, AASHE will not substitute registrations made using the Host Institution discount codes. Individuals may cancel their own registrations and free up more registrations for the Host Institution. Host Institutions are responsible for managing who registers using their discount code.
- AASHE will provide monthly reports to the Host Institution's Primary Contact with registered attendees from their institution, as well as a final report at the close of the live conference dates. AASHE will **not** provide reports on individual registrant activity, such as attendance at specific sessions or time spent within the GCSHE virtual platform.
- Registrants must be affiliated with the Host Institution ie. currently employed or enrolled with the institution.
- An institution is considered "independent" if it reports separately to the U.S. Department of Education's Integrated Postsecondary Education Data System (IPEDS) or the equivalent in other countries. Institutions must have a current, publicly viewable report in the IPEDS database. Independent institutions must join individually and pay separate membership dues.
- Any registrants from Host Institutions who registered and paid as individuals can switch their registration to the Host Institution package for a free registration and receive a refund, minus the 20% administration fee. If you intend to purchase a Host Institution package, we encourage you to inform your campus to delay registering for the conference until you have received your discount registration code.
- Unlimited Registration package - The Host Institution is responsible for providing the recorded tour or session by September 15, 2021, for inclusion in the GCSHE program.

1. Term This Agreement will commence on the date the Sponsor signs this agreement and continues to the end of the Global Conference on Sustainability in Higher Education on December 21, 2021 (the "Term").
2. Host Institution Rights and Benefits AASHE agrees to identify and acknowledge Host Institution as a non-exclusive Host Institution of GCSHE, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code (the "Code") and the Treasury regulations thereunder.
3. Payment of Fees Payment is due 30 days from the Effective Date (date in which Order Form is signed) or by October 1, 2021 (whichever is sooner). Host Institution orders will not be considered confirmed until the Fee has been paid in full and registration instructions will not be provided until that time. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment. In no event shall AASHE be obligated to refund all or a portion of the registration fee.
4. Submission of Materials The Host Institution is responsible for timely submitting all logos, identifying information, products, or other materials they will use for the Conference, if applicable, and any other material required to be submitted for approval by AASHE as described in the confirmation email.
5. Use of Marks AASHE and Host Institution recognize that each owns or has the right to license and sublicense certain names, acronyms, logos, copyrights, trademarks, service marks, and other identifying symbols and indicia, whether registered or not, used in connection with the Host Institution package (collectively "Marks"). It is agreed that neither party will do anything inconsistent with the other Party's ownership or interests in the Marks. Each Party further agrees that nothing herein is intended to transfer any ownership interest, in whole or in part, of any of the Marks from one Party to the other Party.
6. Termination/Alteration by Institution A Host institution may cancel their agreement if notice of cancellation is received within 20 days of AASHE receiving the signed Host Institution Order Form. If the cancellation notice is received after 20 days of AASHE's receipt of the signed agreement or if the application is received by AASHE after September 1, 2021, and is subsequently canceled, the Host Institution will be liable for the entire amount paid or due. The cancellation fees described in this section are intended to represent estimated actual damages and are not intended as a penalty. Host Institutions may also choose to upgrade from the Capped Registration package to the Unlimited Registration package at a later date by paying the difference in cost and submitting an Upgrade Application for the new package. This package upgrade is still bound by the original contract signing terms and signing date.
7. Limitation of Liability Neither party will be liable to the other party for any indirect, incidental, delay, special, punitive, or consequential damages, including damages for lost opportunities, lost profits from this agreement or any other transaction, or lost savings, whether arising in contract, tort or otherwise, even if such damages were foreseeable or result from a breach of this agreement. AASHE will not be liable to the Host Institution for personal injury, death, property damage, or accidents arising out of any act of omission of Host Institution occurring at the conference. Notwithstanding anything in this agreement to the contrary, in no event will the aggregate liability of AASHE to sponsor exceed the amount of the Host Institution Fee payable to AASHE under this agreement.
8. Mutual Indemnification The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees. The provisions of this Section shall survive any termination or expiration of this Agreement.

9. Independent Contractor AASHE and Host Institution are and will remain independent contractors. This Agreement does not constitute and will not be construed as constituting a partnership, joint venture, principal/agent relationship, or employer/employee relationship between AASHE and Host Institution. Neither Party will have any right to obligate or bind the other in any manner whatsoever and nothing herein contained will give, or is intended to give, any rights of any kind to any third person. Nothing in this Agreement is meant to establish joint and several liability, fiduciary duties, or any other right or obligation associated with a partnership.
10. Force Majeure In this clause, Force Majeure means circumstances which are beyond the reasonable control of AASHE and which are reasonably likely to affect AASHE's successful delivery of the GCSHE or would make it inadvisable, impracticable, illegal, or impossible for a party to perform its obligations as originally contracted under this Agreement, including fire, flood, earthquake, extreme adverse weather conditions, failure of electric power, gas, water, or other utility services, technical failures and, the collapse of building structures, widespread disease or other public health emergencies (including pandemic or epidemic), strike or other industrial action, the outbreak or declaration of war, act of terrorism, revolution or government orders or action (including the declaration of a State of Emergency or Coup d'état).

If, as a result of Force Majeure, AASHE cancels the GCSHE, AASHE shall use reasonable commercial endeavors to reschedule the conference. If AASHE is unable to reschedule the conference, AASHE will issue to You a non-transferable, non-assignable credit note for the amount of the Host Institution Fee paid, which may be redeemed against any appropriate future AASHE event, service, or product for a period of 12 months from the date of issue.

Without prejudice to its obligations, AASHE accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is affected by Force Majeure except as mentioned in this clause.

11. Insurance Host Institution acknowledges that neither AASHE nor its suppliers maintain insurance covering losses of the Host Institution and that it is the sole responsibility of Host Institution to obtain insurance covering such losses.
12. Representations & Warranties Each Party covenants, warrants and represents (a) that it has the authority to enter into this Agreement and that the person executing this Agreement on behalf of his or her Party has the authority to do so: (b) that it owns all rights to the Marks necessary to license the Marks to the other Party pursuant to this Agreement, and that such license does not infringe on the rights of any third party: and (c) that it shall comply with all federal, state and municipal laws, rules, ordinances and regulations applicable to this Agreement and the performance of the Parties' obligations hereunder: (d) 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 any termination or expiration of this Agreement.
13. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
14. Assignment. The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of the other Party.
15. Entire Agreement; Modification. This Agreement may not be amended or modified except by mutual written agreement signed by both Parties. This Agreement and all documents incorporated by reference herein (including any Host Institution Sponsorship Order Form, written amendments, addenda, riders, or attachments signed by both Parties) constitute the entire agreement between the Parties and supersede all prior agreements, oral or written, relating to Host Institutions at GCSHE.
16. Severability. All provisions of this Agreement are severable. If any provision of this Agreement or any portion thereof is determined to be illegal, invalid, or unenforceable in arbitration or by a court of

competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect. Furthermore, if the scope of any provision of this Agreement is determined to be too broad in any respect whatsoever to permit enforcement to its maximum extent, then such provision shall be enforced to the maximum extent permitted by law.