2022 NILA CONFERENCE



PARTNERSHIP OPPORTUNITIES

PART 1

CERTIFIED CHAPTER LEADER PROGRAM

June 16-18

Virtual

PART 2

PRESIDENTS SUMMIT

August 3-7

Hilton Orlando at Seaworld Orlando, Florida





ABOUT NILA

The National Institute for Leadership Advancement (NILA) is SHPE's intensive leadership development conference that accelerates learning for volunteer leaders who serve their communities, STEM organizations, and SHPE. NILA develops leadership talent to drive innovation and social change, and to address the need for highly skilled Hispanics in STEM among SHPE sponsors and partners.

SHPE's volunteer leaders are the lifeblood of our organization. They enable program success at the local, regional, and national levels. Volunteer leaders also support SHPE's strategy and mission to empower Hispanics in STEM to realize their fullest potential and impact the world through STEM awareness, access, support, and development. NILA develops the next generation of Hispanic leaders in the STEM workforce and aligns their local operations to realize SHPE's mission.

NILA 2022 will be held in two parts. Held virtually, the first part called "Certified Chapter Leader Program" will focus on the operational aspects of leading and managing a chapter. Executive Board members from each of SHPE's 200 new and emerging chapter and regional leaders will be invited and encouraged to participate.

During part two called the "Presidents Summit," chapter presidents and the regional leaders will come together in Orlando, Florida for an intimate and intensive leadership conference to further train them to not only lead their teams but also to make an impact on their local community and STEM.

VALUE PROPOSITION

NILA participants are highly engaged members from our network of professional and student chapters who seek to further refine their leadership skills and enable career growth and professional development. By investing in NILA, your organization has the opportunity to impact student and professional chapters across the country. This invite-only event prepares SHPE chapter leaders to springboard into the year, helping them align their chapter plans with SHPE's mission and goals. The investment affords you the opportunity to build relationships and brand recognition with SHPE's best of the best.

WATCH THE SHPE NILA 2021 WRAP-UP VIDEO





THE LeaderSHPE MODEL

SHPE implements the LeaderSHPE Model to determine three high-level objectives for NILA. These objectives guide all educational components in the curriculum. Program sessions and activities are curated to align with this model.

PERSONAL LEADERSHIP

Cultivate participants to become authentic leaders that positively advance themselves and their communities.

ORGANIZATIONAL LEADERSHIP

Educate and prepare participants to lead chapter operations in alignment with SHPE's mission, vision, and strategic plan.

COMMUNITY LEADERSHIP

Empower participants to engage and organize SHPE's members, community partners, and stakeholders.

ABOUT NILA





CERTIFIED CHAPTER LEADER PROGRAM



566

Chapter Leaders



58

Professionals



508

Students



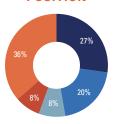


MEN





CHAPTER POSITION



- President
- Vice President
- Secretary
- Treasurer
- Other

YEAR IN

SCHOOL

- 1st Year 2nd Year
- 3rd Year
- 4th Year
- 5th Year

FIRST GENERATION **STUDENT**

EXPERIENCE LEVEL



- 1-2 Years
- 2 Internships
- 3-5 Years
- 6-8 Years 9+ Years

ENGAGEMENT STATISTICS



Day 1

Day 3

AVERAGE TIME SPENT ON THE PLATFORM

Hours

Minutes

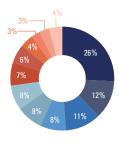
4,69 Chat messages

2.138 Survey/poll responses

Sponsor booth visits/connections

Network connections

ENGINEERING MAJOR/CONCENTRATION



- Mechanical Engineering
- Computer Science
- Electrical Engineering
- Civil Engineering
- Industrial Engineering
- Biomedical/Medical Engineering
- Chemical Engineering
- Computer Engineering, General Aerospace, Aeronautical And
- Astronautical Engineer
- Environmental Engineering
- Engineering Other
- STEM Other

ABOUT NILA





PART 2:

PRESIDENTS SUMMIT

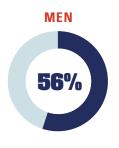


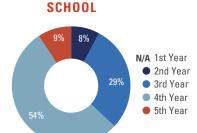












YEAR IN

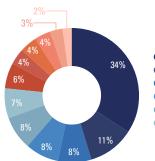


EXPERIENCE





ENGINEERING MAJOR/CONCENTRATION



- Mechanical Engineering
- Electrical Engineering
- Computer Science Civil Engineering
- Industrial Engineering
- Computer Engineering, General
- Biomedical/Medical Engineering
- Chemical Engineering
- Aerospace, Aeronautical And Astronautical Engineer
- Environmental Engineering
- Engineering Other
- STEM Other

Day 3

AVERAGE TIME SPENT ON THE PLATFORM

Hours

Minutes

Chat messages

Network connections

ABOUT NILA

Agenda PART 1

Thursday:

Thursday, June 16	Eastern Time	Pacific Time
Opening Session	2:00-2:30 PM	11:00-11:30 AM
Your Responsibility, Accountability & Liability as a SHPE Leader	2:30-3:30 PM	11:30-12:30 PM
Break	3:30-3:45 PM	12:30-12:45 PM
Chapter Strategy	3:45-4:45 PM	12:45-1:45 PM
Break	4:45-5:00 PM	1:45-2:00 PM
Chapter Operations	5:00-6:00 PM	2:00-3:00 PM
Chapter Strategy Breakouts	6:00-6:45 PM	3:00-3:45 PM
Break	6:45-7:15 PM	3:45-4:15 PM
Role Specific Breakouts	7:15-8:00 PM	4:15-5:00 PM
Chapter Leader Networking Activity	8:00-9:15 PM	5:00-6:15 PM

Friday:

Pacific Time	Eastern Time	Friday, June 17
11:00-11:45 AM	2:00-2:45 PM	Best of the Best - Award Winning Chapter Panel
11:45-12:30 PM	2:45-3:30 PM	Membership
12:30-1:15 PM	3:30-4:15 PM	Membership Breakouts
12:30-1:15 PM	4:30-5:15 PM	Sponsor Showcase
1:15-1:30 PM	5:15-5:30 PM	Break
1:30-2:15 PM	5:30-6:15 PM	Chapter Finance
2:15-3:00 PM	6:15-7:00 PM	Incorporating SHPE Programs into Your Chapter
3:00-3:45 PM	7:00-7:45 PM	Chapter Events
3:45-4:15 PM	7:45-8:15 PM	Day 2 Wrap Up
4:15-5:00 PM	8:15-9:00 PM	Regional Networking Event

Saturday:

Pacific Time	Eastern Time	Saturday, June 18
9:00-9:45 AM	12:00-12:45 PM	Best of the Best - Award Winning Chapter Panel
9:45-10:45 AM	12:45-1:45 PM	Fundraising
10:45-11:00 AM	1:45-2:00 PM	Break
11:00-11:45 AM	2:00-2:45 PM	Fundraising Breakouts
11:45-12:00 PM	2:45-3:00 PM	Break
12:00-1:00 PM	3:00-4:00 PM	Marketing
1:00-1:30 PM	4:00-4:30 PM	Mercado
1:30-1:45 PM	4:30-4:45 PM	Break
1:45-2:30 PM	4:45-5:30 PM	Deep Dive Breakouts
2:30-3:00 PM	5:30-6:00 PM	Closing Session

NOTE: This agenda is for **Part One - Certifed Chapter Leader Program only and is subject to change.**

The Part One and Part Two agendas will be added and updated as available on shpe.org/nila2022.





Agenda PART 2

Wednesday:

REGISTRATION: 3 PM - 9 PM

Eastern Time	Wednesday, August 3
8:00 AM-7:00 PM	Arrivals
3:00 PM	Registration Begins
7:00 PM-9:00 PM	Welcome Reception & Sponsor Speed Networking

Friday:

REGISTRATION: 8 AM - 6:30 PM

Eastern Time	Friday, August 5
8:30 AM-9:30 AM	Breakfast & Morning Motivation
9:30 AM-9:45 AM	Break
9:45 AM-10:30 AM	Session 3
10:30 AM-11:00 AM	Panel
11:00 AM-11:15 AM	Break
11:15 AM-12:00 PM	Application Breakouts
12:00 PM-1:30 PM	Lunch & Keynote
1:45 PM-2:30 PM	Session 4
2:30 PM-3:00 PM	Panel
3:00 PM-3:15 PM	Break
3:15 PM-4:00 PM	Application Breakouts
4:00 PM-4:15 PM	Break
4:15 PM-5:15 PM	Regional Meet-Up - Strategic Planning & Alignment (CMT review)
5:15 PM-5:45 PM	Group Photo
5:45 PM-6:30 PM	Break
6:30 PM-8:00 PM	Dinner with Keynote & Celebrate Chapters of the Year
8:00 PM-10:00 PM	Informal Networking/Social

NOTE: This agenda is for **Part Two - Presidents Summit only and is subject to change.** The Part One and Part Two agendas will be added and updated as available on shpe.org/nila2022.

Thursday:

REGISTRATION: 8 AM - 8 PM

Eastern Time	Thursday, August 4
8:00 AM-9:30 AM	Breakfast "Meet Your SHPE Leaders"
9:30 AM-9:45 AM	Break
9:45 AM-11:30 AM	Opening Sponsor Keynote & Author Presentation
11:30 AM-12:45 PM	Lunch
1:00 PM-1:45 PM	Session 1
1:45 PM-2:15 PM	Panel
2:30 PM-3:15 PM	Application Breakouts
3:15 PM-3:30 PM	Break
3:30 PM-4:15 PM	Session 2
4:15 PM-4:45 PM	Panel
4:45 PM-5:00 PM	Break
5:00 PM-5:45 PM	Application Breakouts
5:45 PM-6:15 PM	Break
6:30 PM-8:00 PM	Dinner & Keynote
8:00 PM-9:00 PM	Regional Meet Ups

Saturday:

REGISTRATION: 8:30 AM - 5 PM

Eastern Time	Saturday, August 6
8:30 AM-9:30 AM	Breakfast with Yoga Activity
9:30 AM-9:45 AM	Break
9:45 AM-12:15 PM	TBD
12:15 PM-1:30 PM	Lunch & Keynote
1:45 PM-2:45 PM	Regional Meet-Up - Sponsorship Packet
2:45 PM-3:00 PM	Break
3:00 PM-6:00 PM	Group Activity
6:00 PM-10:00 PM	TBD

SUNDAY, AUGUST 7 IS FOR TRAVEL - NO ACTIVITES PLANNED

PARTNERSHIP OPPORTUNITIES

We are offering valuable savings to sponsors looking to engage in various activities during both Part 1 and Part 2 of the 2022 NILA conference. Packages include a wide array of benefits including branding, access to participants, and speaking opportunities.

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	*PREMIER	*GOLD	*SILVER	*BRONZE	
	\$30,000	\$20,000	\$15,000	\$10,000	
Maximum Sponsor Visibility in NILA marketing materials and communication	\odot				
Dedicated Email Blast to all NILA Participants pre- or post- conference	\odot				
Keynote Opportunity (Part 1)	\odot	\odot			
Keynote Opportunity (Part 2)			\odot		
Motivational Moment (Part 2)				⊘	
Banner Ad on the NILA Conference Website	\odot	\odot	\odot		
Virtual Platform Homepage Banner Ad	⊘	\odot	\odot		
Session Sizzle (2 minutes)	\odot	\odot	\odot		
Session (Part 2)	\odot	\odot	②	\odot	
Sponsor Showcase (Part 1)	\odot	\odot	\odot	\odot	
One Digital PDF Ad Included in Participant Workbook (if committed before May 4th)	\odot	\odot	②	⊘	
Chapter Leader Resumes	\odot	\odot	\odot	\odot	
Registrations (Part 1)	5	5	5	5	
Registrations (Part 2)	15	15	10	5	
Level-specific Recognition with Logo & Link on NILA Conference Website	\odot	\odot	\odot	⊘	

^{*1} available per partnership package

Opening or Closing Keynote

Session length: 30 minutes

Keynote length: 10 minutes maximum

NILA PART 1: CERTIFIED CHAPTER LEADER PROGRAM

OPENING: THURSDAY, JUNE 16 CLOSING: SATURDAY, JUNE 18

NILA PART 2: PRESIDENTS SUMMIT

OPENING: THURSDAY, AUGUST 4 CLOSING: SATURDAY, AUGUST 6

*Sponsor, SHPE staff and NILA curriculum team will work together to identify session content aligned to session objectives and speakers.

Motivational Moments

Motivational Moments provide the opportunity to start the day out on a positive note for all attendees. Your organization will have dedicated time to provide a motivational speech or conduct a virtual activity with all NILA attendees: Get them excited for an intense day of learning, networking, and connecting.

NILA PART 2: PRESIDENTS SUMMIT

FRIDAY, AUGUST 5, 2022

Session length: 60 minutes

Presentation length: 20 minutes maximum



NILA Part 2: SESSIONS

Professional development is critical to the growth of SHPE leaders. For over four years Dr. Robert Rodriguez has been an integral partner of SHPE delivering high quality content at SHPE and other Latino executive level events across the country. SHPE has decided to bring Dr. Rodriguez and use his latest book Autentico: Edition 2 as the center of the learning. This book provides insight from in-depth interviews with Latino executives as well as from focus groups with dozens of GenX and Millennial Latinx leaders.

There are four sessions with topics related to the chapters of Autentico: Edition 2.

Each session is 45 minutes in length. Sponsor organizations have the opportunity to deliver one session twice resulting in direct interaction with 100% of the student and professional chapter leaders in attendance.

The sponsor will be given key talking points of discussion and differentiate the content based on student and professional members. The speakers will be provided feedback and coaching prior to the event to refine their presentation.

Session length: 45 minute presentation + 30 minute panel; presented twice on the same day



Four Session Titles:

When Hispanic Culture Collides with Corporate America: Understanding the Hispanic Cultural Script

Description: Authentic leadership requires that individuals comprehend how their background and heritage influences how they show up as a leader. This session describes the Hispanic cultural script so that participants can have an elevated sense of self-awareness to better address issues when one's cultural competency intersects with an organization's culture.

Objectives:

- Identify and analyze cultural identities to enhance your leadership style.
- Distinguish external forces of conscious and unconscious biases, and the internal forces that create tensions for many Hispanics.
- 2 Harnessing the Power of Our Collectivist Culture: The Intra-Hispanic Divides and the Communal Spirit

Description: The Hispanic community is not a monolithic group. There is a wide variety of diversity that exists within this community. At times however, this diversity can segment folks and keep them from coming together in a more communal way. This session will outline ways to harness the diversity and power in a collectivist manner.

Objectives:

- Analyze the multiple aspects of diversity in our community.
- Engage with various partners to problemsolve through collaboration.
- Learn strategies to overcome the intra-Hispanic divides.



Four Session Titles:

3 No Imposters Here: Rising Above Hispanic Stereotypes and Archetypes in the Workplace

Description: As Hispanics, we have a varying degree of how we visibly connect to our cultural identity in the workplace. By understanding the perceptions borne from Hispanic cultural identity, we can begin to see why certain stereotypes are formed as it comes to Hispanic professionals in the workplace and how to overcome such bias in an authentic manner.

Objectives:

- Explore the 4 main Hispanic archetypes in the workplace (from book).
- Communicate your authentic sense of identity to others in a more compelling way.
- Learn to accept, and not judge, others who have a different sense of identity than yours so you can become a more inclusive leader.

4 Stepping up as Leading Hispanics in STEM: The Growing Relevance of the Hispanic Community

Description: Hispanics are a catalyst for economic growth. Plus, the workforce of the future will have an increasingly Hispanic identity. For these reasons, Hispanic heritage is more relevant than ever before. This session will explore how to leverage your Hispanic heritage as an asset and source of strength as you propel your career in STEM.

Objectives:

- Study demographic and economic statistics that convey the growing relevance of the Hispanic community.
- Gain an appreciation for the multiple ways that Hispanic heritage can serve us well in the workplace.



ENGAGEMENT

OPPORTUNITIES

NILA Fast Track Sponsor

\$1,000+

NILA is made possible through the generosity of our corporate, government and community partners. This year, we have open opportunities for partners who might otherwise be unavailable to engage with us virtually or in person to support our mission in action. Join us as a Fast Track Sponsor by donating a minimum of \$1,000. Donor will be recognized on NILA website and in sponsor thank you email.

Pit-Stops

\$4,500

Support the well-being of our students by sponsoring the nutrition breaks provided throughout the duration of the conference.

- » NILA Chapter Leader Resumes (all attendees)
- » Logo with link on NILA conference website
- » Recognition with logo on event signage

Dedicated Email Blast

\$3,000 (2 AVAILABLE)

- » Sent to all NILA registrants
- » Deliverables are due to <u>marketing@</u> <u>shpe.org</u> at least 10 days in advance of your selected target send date
- » Two options for email format and deliverables:
- » Deliver one large image (800 pixels wide) and send it as a .jpg or .png with the URL you'd like it to link to (example)
- » Send copy, images, and links to and SHPE drafts the email for you (example)



Sponsor Showcase

\$3,500

Connect with participants in the weeks between each part of the NILA virtual conference. Provide organization information, interact with chapter leaders, and share opportunities.

Part 1:

- » One virtual group session (60-,minutes) during the NILA: CCLP (June 16-18, 2022)
- » 5 NILA Conference registrations for Part 1
- » Logo with link on NILA conference website
- » Recognition with logo on sponsor listing page within virtual platform

Part 2:

- » One in person networking event (60 minutes) during the NILA: Presidents Summit (August 3-6, 2022)
- » 5 NILA Conference registrations for Part 2
- » Logo with link on NILA conference website
- » Recognition with logo on event signage

ENGAGEMENT OPPORTUNITIES

NILA Chapter Leader Resumes (all attendees)

\$1,500

NILA hosts SHPE's top talent each year, representing some of the brightest and most dedicated young Hispanic STEM leaders found anywhere in the nation. Your organization will receive access to all of the 2022 NILA chapter leader resumes.

- » Logo with link on NILA conference website
- » Recognition with logo on sponsor

Attendee Stipends

\$1,000

Support students overcome the number one barrier to attending by providing financial assistance to cover their travel expenses. Make a direct impact in the life of SHPE student members through your sponsorship.

» Supports \$400 registration fee and up to \$600 in travel



BRANDING OPPORTUNITIES

Platform Sponsor

\$10,000 PART 1 (1 AVAILABLE)

- » Visible on all pages for Part 1
- » Recognition with logo on sponsor page on website and within virtual platform
- » Dedicated email blast to attendees
- » Chapter leader resumes

NILA Photo Booth Sponsor

\$5,000

- » Sponsor logo included on each attendee photo
- » One background which attendees can use when taking photos
- » Sponsor recognition at event

Virtual Conference Platform Home Page Banner

\$2,000 (5 AVAILABLE)

- » Banner designed by sponsor must be submitted by May 20, 2022 (or sponsor may choose to have SHPE design a basic banner)
- » Banner will link to sponsor's selected webpage
- » Recognition with logo on sponsor listing page within virtual platform

Session Sizzles

\$1,500 (10 AVAILABLE)

- » 2-minute pre-recorded video commercial must be submitted by June 3 (MP4 format)
- » Recognition with logo on sponsor listing page within virtual platform

NILA Conference Website Banner

\$1,000

- » Rotating banner designed by sponsor must be submitted by June 10 to marketing@shpe.org
- » Banner will link to sponsor's selected webpage
- » Provide 2 .png files: desktop 1135 x 140 pixels and mobile 325 x 100 pixels
- » Recognition with logo on sponsor listing page within virtual platform



2022 NILA SPONSORSHIP OPPORTUNITIES

Company/Organization	n		
		This is how your name will a	appear on printed materials/marketing.
Sponsorship Package	S		
☐ \$30,000 Platinum	□ \$20,000 Gold	☐ \$15,000 Silver	☐ \$10,000 Bronze
Conference Opportuni	ties		
ENGAGEMENT OPPORTUNITIE \$1,000+ NILA Fast Track Spo \$4,500 Pit-Stops \$3,000 Dedicated Email Blas \$3,500 Sponsor Showcase \$1,500 NILA Chapter Leader Resumes (all attendees) \$1,000 Attendee Stipends	nsor □ Platform Spo □ \$10,000 Pa □ \$5,000 NILA	nsor rt 1 Photo Booth Sponsor I Conference Platform ner on Sizzles Conference	
Contact Information			
□ Mr □ Mrs □ Ms □ Di			
Contact Name		Title	
Company/Organization	Indu	stryWe	ebsite
Address	City	State	Zip Code
Payment Information			
□ Mr □ Mrs □ Ms □ Dı	•		
Billing Contact Name		Title	
Phone		Email	
Total Amount \$	_ Signature (required)		Date
sent to billing contact will require payn	nent. If cancellation is requested price — SOCIETY OF HISPANIC PROFESS	r to payment completion, the 25% cand	tions through a secured portal. All invoices cellation fee will still be collected. ADS PARKWAY NORTH, SUITE 220 CITY OF

Payment must be received by 08/03/2022. A 25% late fee will be applied to all invoices paid after 08/03/2022. All sales are final.

THANK YOU TO OUR 2021-2022 IPCs



































































































































SHPE SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made by and between Society of Hispanic Professional Engineers ("SHPE"), a California nonprofit corporation that is tax-exempt and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the organization ("Sponsor") listed in the prospectus (the "Sponsorship Commitment Form", and with this Sponsorship Agreement, the "Agreement") and is effective as of the date of Sponsor's execution of the Sponsorship Commitment Form. By signing the Sponsorship Commitment Form, Sponsor agrees to be bound by the terms and conditions hereunder.

In consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- **O** Sponsorship Benefits. Sponsor will receive the benefits as specified in the Sponsorship Commitment Form.
 - A Sponsor Recognition. To the extent that the benefits offered include recognition of Sponsor, Sponsor will be recognized as a sponsor of SHPE consistent with "qualified sponsorship" rules set forth in § 513(i) of the Internal Revenue Code (the "Code"). Such recognition shall not include general "advertising" information as defined in § 513(i) of the Code.
 - B Speaking Opportunities. To the extent that Sponsor will be offered an opportunity to present at a SHPE workshop or webinar, Sponsor agrees that the proposed content must be approved by SHPE in advance, in SHPE's sole discretion, to ensure that such content meets SHPE's curriculum needs and is consistent with its tax-exempt purposes. Sponsor also agrees not to use any speaking opportunity at a SHPE event to advertise or sell its products or services.
- 2 Sponsorship Fee. In consideration for the benefits provided in this Agreement, Sponsor shall pay to SHPE a payment(s) in the amount specified in the Sponsorship Commitment Form (the "Sponsorship Fee") by the date(s) specified in the Sponsorship Commitment Form.
- 3 SHPE Intellectual Property.
 - A License of SHPE Trademarks. Sponsor is hereby granted during the term of the Agreement a limited, nonexclusive, non-transferable non-sublicenseable license to use SHPE's name and trademarks (the "SHPE Trademarks") solely for purposes of identifying itself as a sponsor of SHPE. Sponsor may not use any of the SHPE Trademarks in any manner that implies that SHPE endorses or guarantees the quality or safety of Sponsor's products, services, or activities. Sponsor agrees that it shall not use, or permit any person or entity to use, the SHPE Trademarks, or any portion thereof, without the prior written consent of SHPE. Sponsor may not create any combination name or trademark with the SHPE Trademarks. SHPE may immediately terminate, in whole or with respect to a specific use, Sponsor's right to use the SHPE Trademarks if SHPE reasonably believes that any such use dilutes, diminishes, or blurs the value of any of the SHPE Trademarks or does not comply with SHPE's usage policies.

- **B** Use of Student Résumés. To the extent that SHPE provides résumés of SHPE event participants or members pursuant to this Agreement, (the "Résumés"), Sponsor shall use the Résumés solely for purposes of assessing whether Sponsor would like to interview such individuals for positions at Sponsor's organization during the specific event specified above, interviewing such individuals, and/or providing guidance to such students as requested regarding their Résumés. Sponsor shall not use the Résumés, or any information contained therein, for any other purpose and shall not disclose the Résumés, or any information contained therein, to anyone outside of Sponsor's organization. Such restrictions shall not apply to information pertaining to any individual who Sponsor hires for a position within its organization.
- Sponsor Intellectual Property. Sponsor hereby grants to SHPE a limited, non-exclusive, non-sublicenseable license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, the "Sponsor Trademarks") solely to identify Sponsor as a sponsor of SHPE, and to perform SHPE's obligations as specified herein. Sponsor may immediately terminate, in whole or with respect to a specific use, SHPE's right to use the Sponsor Trademarks if it is reasonable to believe that such use dilutes, diminishes, or blurs the value of the Sponsor Trademarks or if such use does not comply with Sponsor's usage policies.
- **Representations and Warranties.** Each party represents and warrants that it shall comply with all laws applicable to this Agreement and all activities contemplated by this Agreement, and each party represents and warrants that its trademarks do not infringe the trademarks or trade names or other intellectual property rights of any third party.
 - Each party shall obtain all necessary rights and permissions prior to providing any personal data to the other party, and each party represents and warrants that it shall comply with all applicable privacy and personal data laws with respect to any personal data collected or obtained in connection with this Agreement.
- **1 Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the time specified in the Sponsorship Commitment Form, unless earlier terminated pursuant to Section 7.
- Termination.
 - A SHPE may terminate this Agreement for material breach of this Agreement, provided that SHPE shall first notify Sponsor in writing of the breach and provide 30 days for Sponsor to cure the breach.
 - B Sponsor may terminate this Agreement as specified in the Sponsorship Commitment Form.
- **Effect of Termination.** Upon termination or expiration of this Agreement, each party shall immediately cease utilization of the other party's trademarks. Any termination of this Agreement shall not release a party from paying any fees owed to the other party for any periods prior to or after termination.

Indemnification. Sponsor acknowledges that SHPE shall not have any responsibility or liability for any losses, damages, and claims arising out of Sponsor's activities in connection with the benefits provided herein. To the greatest extent possible by law, Sponsor shall indemnify, defend, and hold SHPE and its officers, directors, employees, contractors, or agents harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or in connection with (i) any negligent act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) breach of any representation and warranty made by Sponsor in this Agreement; and/or (iii) a claim that the Sponsor Trademarks infringes or violates any patents, copyrights, trade secrets, licenses, or other intellectual property rights of any third party.

These indemnification obligations shall continue beyond the termination or expiration of this Agreement.

Limitation of Liability. SPONSOR ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE BY ANY PERSON OR ORGANIZATION OF SPONSOR'S PRODUCTS/SERVICES PROVIDED BY SPONSOR. SPONSOR SHALL INDEMNIFY AND HOLD SHPE HARMLESS FOR ALL LIABILITIES AND CLAIMS ASSERTED BY ANY USER OF SPONSOR'S PRODUCTS/SERVICES AS WELL AS ALL EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY SHPE IN CONNECTION WITH SUCH LIABILITIES OR CLAIMS. SHPE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, ENDORSEMENTS, OR CONDITIONS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO SPONSOR'S PRODUCTS/SERVICES OR THE USE OF SPONSOR'S PRODUCTS/SERVICES.

EXCEPT FOR CLAIMS BASED ON MISUSE OF INTELLECTUAL PROPERTY OR INDEMNIFICATION CLAIMS, UNDER NO CIRCUMSTANCE WILL A PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH A PARTY'S PERFORMANCE UNDERTHIS AGREEMENT.

- Relationship of Parties. The parties are strictly independent contractors. No other relationship is intended, implied, or authorized, including without limitation that of joint venture, lessor-lessee, principal-agent, or seller- purchaser. Neither party shall have the authority to enter into any agreements for or on behalf of the other. SHPE shall have no authority to make any representations or warranties to any third-party concerning Sponsor's services and activities.
- Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in the state or federal courts located in Los Angeles, California. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in the state of California.
- **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- Entire Understanding. The terms of this Agreement along with the Sponsorship Commitment Form, which is incorporated by reference herein, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.



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SOCIETY OF HISPANIC **in** PROFESSIONAL ENGINEERS

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