



LET Trust

2019/2020

Sponsorship Opportunities Guide

NOVEMBER 2019

LOGISTICS EMPLOYMENT TRAINING TRUST



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1. INTRODUCTION



1.10 WELCOME LETTER

Dear Friends, Sponsors, and Champions of the Trust,

On behalf of the Trustees, I would like to personally thank you for considering the LET Trust in your Sponsorship and Giving this year.

For nearly 25 years, we have supported education and training of Logistics Professionals in Canada. Over the years, generous support from individuals and organizations just like you have allowed us to create a legacy of collaboration and development.

This year, in celebration of our 25th anniversary we are re-launching the LET Trust with a goal to expand and continue partnerships with various levels of government, universities and colleges, and our community of dedicated sponsors.

We are also expanding our mandate to address the most pressing issues of our time by focusing on sponsoring and leading the way on how a changing climate will impact the movement of people and goods in Canada and beyond.

We think 2019/2020 will be a year of significant impact and the launch of several new initiatives. Most importantly, we look forward to welcoming you to our community and to see how we are helping the people that move the world.

Sincerely,

Victor Deyglio, Trust Administrator

1.20 ABOUT LOGISTICS EMPLOYMENT TRAINING TRUST

The Logistics Employment Training [LET] Trust was incorporated as a charity in 1995.

The mandate of the LET Trust is to advance leadership and knowledge across Global Value Chains (GVC) by funding:

- formal training programs for individuals seeking careers as supply chain logistics professionals**
- applied research for leaders in organizations seeking to advance our understanding of the complexities of GVC**

Your support allows us to impact and reach Canadians in every province and territory and Logistics Professionals around the world.

1.30 LIST OF SPONSORSHIP OPPORTUNITIES

The list below highlights the specific sponsorship opportunity. Detailed information about each opportunity is found in the Sponsorship Asset Guide.

| Opportunity | Sponsorship |
|--|------------------|
| Branded Research Challenge | \$100,000 |
| Trend Report | \$100,000 |
| Front Inside Cover | \$40,000 |
| Back Inside Cover | \$40,000 |
| Back Cover | \$45,000 |
| Branded Conference | \$25,000 |
| Lead Sponsor | \$15,000 |
| Tier 1 | \$10,000 |
| Tier 2 | \$5,000 |
| Tier 3 | \$1,000 |
| Tier 4 | \$500 |
| Branded Research + Innovation Page | \$50,000 |
| Branded Trustee's Dinner | \$10,000 |
| General Campaign | \$25,000 |
| Graduation Day | \$10,000 |
| Single Day | \$5000 |
| Women in Logistics Campaign | \$25,000 |
| Graduation Day | \$10,000 |
| Single Day | \$5000 |
| Climate-Logistics Campaign | \$20,000 |
| Agriculture-Logistics Campaign | \$20,000 |
| EXCLUSIVE TRUST SPONSORSHIP 2019/2020 | \$750,000 |

2. BENEFITS AND RECOGNITION

2.10 YOUR IMPACT

Corporate Sponsorship goes beyond the cheque book. Your impact can and should be measured by where each dollar goes, what awareness and impact it has to your brand, and - most importantly - how your sponsorship impacts people.

We measure impact the same way Costco and other leading grant makers measure their grant making and sponsorship activities using Accounted Social Value. We use this method for its accuracy and effectiveness in determining the value of each dollar granted.

By sponsoring the LET Trust, you and your organization are exposed to the global logistics community, Canadian professional communities, and individuals and companies from around the world - both in person and online. This translates to more than +1,000,000 impressions per year, +100,000 direct contact/out reach, +10,000 direct engagement with your brand, +1,000 in-person live engagement with your brand, and +100 individuals that gain access to programs, training, and research grants through your sponsorship.

The individuals that gain access to programs and go on to receive their P.Log receive increased salary (+15%) are more satisfied with their current job (+63%) and gain access to jobs that can only be held by Professional Logisticians.

2.20 THE CANADIAN LOGISTICS COMMUNITY

Logistics is a part of every industry. There are over 23,000 open positions in logistics in Canada at any given time. These people, from dock loaders to warehouse managers, truck drivers to senior executives are all members of a global community of practice.

We support the professional certification and academic credentialing of individuals that lead the men and women that move the world.

2.30 DIRECT MAIL CAMPAIGNS

Through our network, we directly contact over +10,000 people every year; through a combination of twice-weekly email engagement and yearly outreach and marketing.

More than 1,500 are leaders in their organization with an active Professional Logistician (P.Log) designation and over 300 are senior leaders and decision makers responsible for P&L of a combined \$15,000,000,000 per year.

2.40 ONLINE IMPRESSIONS

Our primary messaging and outreach is through web, email, and social media channels through partner organization and our own outreach.

Over the course of each year, we create nearly 100,000 impressions and opportunities for direct engagement per month and +1,000,000 per year.

Sponsorship places your brand front and centre in all of our outreach.

2.50 IN-PERSON IMPRESSIONS

Through speaking engagements (quarterly), training (quarterly), and workshops (monthly) we reach +100 individuals every year.

The audience is typically captive for a minimum of 2 hours, and more probably 6 days during training.

During in-person sessions, individuals are routinely given existing business issues and opportunities to focus on - some of which could be directed to solving a Sponsor led challenge.

2.60 COMPLIMENTARY ACCESS

Sponsorship will grant the sponsoring company complimentary passes to events, workshops, and online programs.

2.70 COMPLIMENTARY TRAINING

As a benefit of sponsorship, selected team members will be able to attend training to earn either a P.Log or P.A.In designation.

Access to the online library of training courses through the Logistics Institute may also be granted and branded for internal sponsor use.

3. SPONSORSHIP ASSET GUIDE

3.10 OVERVIEW

Sponsorship is not philanthropy. It is a mutually beneficial business partnership and should be recognizable as such.

Sponsorship should be conceived with a due sense of social responsibility and should conform to the principles of fair competition, as generally accepted.

A Sponsorship agreement is based on contractual obligations between LET Trust and the sponsor.

Corporate Sponsorship is a well entrenched strategy for charitable organizations to increase their financial resources and to secure in-kind assistance in exchange for giving corporate sponsors various benefits.

Sponsorship is a business relationship in which two entities exchange things of value, including a public display of support. Partnership through Sponsorship enables LET Trust to enhance programming, pilot new activities, or new strategies.

Generally, Sponsorship is in the form of money, products, or services. It can support a specific program, event, training course, or the development of a website or publication.

Corporate Sponsors can provide LET Trust with additional resources to support campaigns and research, assist us in producing world-class events and meet other purposes and needs of the Trust.

In addition, the success and public exposure of an activity can be enhanced by sponsorship. In return, our sponsors receive marketing exposure.

These partnerships and alliances make it possible for LET Trust to enhance, extend or reduce the cost of current campaigns or research or develop new ones and become more proactive in advancing the mission of LET Trust.

Our policies and procedures (which can be referenced in “*LET Trust 2019/2020 Sponsorship: Policies & Procedures Guide*”) based on best practices support a predetermined, systematic Sponsorship process that maximizes benefits, reduces costs, and avoids conflict of interest that jeopardizes organizational credibility.

A successful Sponsorship encourages both partners to pursue an ongoing relationship.

3.20 SPONSORSHIP CATEGORIES

In order to create as broad an impact as possible, Sponsorship Opportunities have been organized into three categories representing different sponsor narratives:



1) Thought Leader - This category is for Sponsors that want to address important issues, want to be associated with great ideas, future thinking, and ahead of competition.







2) People’s Champion - This category is for Sponsors that want to acknowledge their customers and the importance of supporting and giving back to the communities they operate in and serve.






3) Trust and Resilience - This category is for Sponsors that hold a place of responsibility in their community and are recognized as stable and strong.



3.20 SPONSORABLE ASSETS



| #1 | BRANDED RESEARCH CHALLENGE | |
|-------------|--|--|
| ABOUT | <p>LET Trust grants stipends and bursaries to support research that informs companies and professionals working in GVCs about the impacts of technology, climate, and economic-political issues that effect companies and professionals.</p> <p>Grants and bursaries are distributed after an initial Request for Proposal has been sent out and after review of proposals.</p> <p>Disbursements can be rolling on determined on a specific date.</p> <p>Research is expected to be completed in 12-18 months and followed up with presentations hosted by LET Trust or one of our partners.</p> | |
| SPONSORSHIP | <p>Sponsors will have the opportunity to brand the area of research e.g. <u><i>“[Sponsor] Climate Adaption and Logistics Research Challenge”</i></u></p> <p><i>Based on successful proposals, it is also envisioned that separate research specific blog/webpages/social media accounts will be set up by the researcher to chronicle the research activity. Sponsor would have the opportunity to be recognized.</i></p> <p><i>Sponsor organization would also be allowed to send members of their organization for training to earn either a P.Log or P.A.In designation.</i></p> | |
| AMOUNT | \$100,000 per research challenge | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | |
| CATEGORY |  | |



| #2 | TREND REPORT | | |
|--------------------|---|--|--|
| ABOUT | <p>LET Trust will publish an ongoing yearly magazine (physical and digital) distributed to executives and leaders of industry, academia, and government in Canada and around the world.</p> <p>The Trend Report will focus on different themes each year and related GVC. The 2020 report will focus on Food.</p> | | |
| SPONSORSHIP | <p>Sponsors will have the opportunity to brand the area of research e.g. <u>“LET Trust Trend Report 2020: FOOD Sponsored by [Sponsor]”</u></p> <p><i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i></p> | | |
| AMOUNT | \$100,000 for Report Sponsorship | | |
| Front Inside Cover | \$40,000 | | |
| Back Inside Cover | \$40,000 | | |
| Back Cover | \$45,000 | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY |    | | |





| | | | |
|--------------------|--|--|--|
| #3 | BRANDED CONFERENCE | | |
| ABOUT | As part of the mission of LET Trust we will hold at least two conferences of 1 - 3 days in 2020 related to issues around research we support, projects, and campaigns. | | |
| SPONSORSHIP | <p>Sponsors will have the opportunity to brand the area of research e.g. <u>“Women in Logistics Conference Sponsored by [Sponsor]”</u></p> <p><i>Sponsors will have the right to send 2 individuals free of charge to the event.</i></p> <p><i>Sponsorship will include recognition at the event, display of sponsors logo or name in materials and at venue.</i></p> <p><i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i></p> | | |
| AMOUNT | \$25,000 per conference | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY |   | | |

| #4 | CONFERENCE SUPPORT (OTHER TIERS) | | |
|---------------|--|--|--|
| ABOUT | <i>SEE: #3 Branded Conference</i> | | |
| SPONSORSHIP | <p>Sponsors will have the opportunity to be featured as sponsors ranging from “Lead” to Tier 1, 2, 3, and 4.</p> <p><i>Lead Sponsors will have the right to send 2 individuals free of charge to the event.</i></p> <p><i>Tier 1 Sponsors will have the right to send 1 individual free of charge to the event.</i></p> <p><i>Tier 2 Sponsors will have a single use 50% off ticket discount.</i></p> <p><i>Tier 3 Sponsors will have a single use 30% off ticket discount.</i></p> <p><i>Tier 4 Sponsors will have a single use 10% off ticket discount.</i></p> <p><i>Sponsorship will include recognition at the event, display of sponsors logo or name in materials and at venue.</i></p> <p><i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i></p> | | |
| AMOUNT | \$15,000 for LEAD SPONSOR | | |
| Tier 1 | \$10,000 | | |
| Tier 2 | \$5,000 | | |
| Tier 3 | \$1,000 | | |
| Tier 4 | \$500 | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY |    | | |

| | | | |
|--------------------|---|--|--|
| #5 | BRANDED RESEARCH + INNOVATION PAGE | | |
| ABOUT | In 2020, LET Trust will begin to showcase research supported by the LET Trust as well as innovation work being done by professionals across GVCs | | |
| SPONSORSHIP | Sponsors will have the opportunity to be featured as <u>[Sponsor]</u> and <u>LET Trust Research + Innovation</u> <i>Sponsorship will include all online and social media assets as well as mention in outreach to members and the greater community.</i> | | |
| AMOUNT | \$50,000 | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY | | | |
| #6 | BRANDED TRUSTEE’S DINNER | | |
| ABOUT | LET Trust holds several Trustee Dinners throughout the year to thank individuals and organizations that provide charitable donations to the Trust. | | |
| SPONSORSHIP | Sponsors will have the opportunity to be featured as co-hosts of the event <u>Trustee’s Dinner hosted by [Sponsor]</u> <i>Sponsorship will include four invitations to dinner.</i> | | |
| AMOUNT | \$10,000 | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY |   | | |

| | | | |
|--------------------------|--|---|--|
| #7 | GENERAL CAMPAIGN | | |
| ABOUT | As part of our mandate, we support learners through bursaries to study or gain a professional designation. | | |
| SPONSORSHIP | <p>Through our exclusive relationship with the Logistics Institute, Sponsors will have the opportunity to brand the week of the program and offer a “live case study” to be worked on with attendees.</p> <p>Sponsors may also opt to sponsor a single day (all meals as well as a lunch and learn) or Graduation Day (photos of newly minted P.Log or P.A.In designates will take place in front of the sponsor’s logo)</p> <p><i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i></p> | | |
| AMOUNT | \$25,000 for Entire Week | | |
| Certification Day | \$10,000 | | |
| Single Day | \$5,000 | | |
| IMPACT | Sponsorship has a 1:4 dollar to impact ratio | | |
| CATEGORY |  |  | |

| | | | |
|--------------------------|--|--|--|
| #8 | WOMEN IN LOGISTICS CAMPAIGN | | |
| ABOUT | As part of our mandate, we support learners through bursaries to study or gain a professional designation. This particular support is targeted to <i>women only</i> . | | |
| SPONSORSHIP | <p>Through our exclusive relationship with the Logistics Institute, Sponsors will have the opportunity to brand the week of the program and offer a “live case study” to be worked on with attendees.</p> <p>Sponsors may also opt to sponsor a single day (all meals as well as a lunch and learn) or Graduation Day (photos of newly minted P.Log or P.A.In designates will take place in front of the sponsor’s logo)</p> <p><i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i></p> | | |
| AMOUNT | \$25,000 for Entire Week | | |
| Certification Day | \$10,000 | | |
| Single Day | \$5,000 | | |
| IMPACT | Sponsorship has a 1:4 dollar to impact ratio | | |
| CATEGORY |   | | |

| | | | |
|--------------------|--|--|--|
| #9 | CLIMATE-LOGISTICS CAMPAIGN | | |
| ABOUT | As part of our mandate, we support researchers working directly in the field. | | |
| SPONSORSHIP | Sponsorship will be recognized as the <u>[Sponsor]</u> <u>[Research Focus]</u> <u>Research Chair</u> <i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i> | | |
| AMOUNT | \$20,000 for each Chair | | |
| IMPACT | Sponsorship has a 1:1 dollar to impact ratio | | |
| CATEGORY |   | | |
| #10 | AGRICULTURE-LOGISTICS CAMPAIGN | | |
| ABOUT | As part of our mandate, we support researchers working directly in the field. | | |
| SPONSORSHIP | Sponsorship will be recognized as the <u>[Sponsor]</u> <u>[Research Focus]</u> <u>Research Chair</u> <i>Sponsorship will include a hosted half-day OR one day off-site with partner organization D.I.G. Community Lab.</i> <i>Sponsorship will also include all online and social media assets as well as recognition at events related to release or distribution of the report.</i> | | |
| AMOUNT | \$20,000 for each Chair | | |
| IMPACT | Sponsorship has a 1:2 dollar to impact ratio | | |
| CATEGORY |   | | |

4. SPONSORSHIP FAQ

4.10 GENERAL INFORMATION

Q: Does sponsorship support the operating budget of the LET Trust?

A: No, the LET Trust has a separate operating budget outside of sponsorship for the organization and the various campaigns.

Q: What is the purpose of seeking sponsorship?

A: We are building a community of stakeholders to help us achieve our mission. Sponsorship allows us to work with and partner with likeminded companies and organization to extend our platform and reach and provide a channel for our sponsors to reach, influence, and extend the relationship they have with new and existing customers and employees.

Q: How are sponsorship funds used by LET Trust?

A: Revenue from sponsorship is used in one of two ways; 1) to grant access and extend the reach of programs 2) to cover variable costs of producing events, campaigns, and associated media, *e.g. print copies of the Trend Report.*

Q: Can my organization sponsor multiple campaigns and/or initiatives?

A: Yes. You and your organization can even become the exclusive sponsor of the Trust for one, two, three, or five fiscal years.

Q: What other sources of revenue does the LET Trust receive?

A: Our program budget comes exclusively from charitable donations. Our operating budget come from a small portion of charitable donations with the balance coming from a sustained grant from the Logistics Institute.

Q: What is the difference between sponsorship and a charitable donation?

A: Sponsorship is an exchange and partnership between an organization and the Logistics Institute where each party is contractually obligated to deliver something of value. Typically monetary or in-kind support from sponsors and access, branding, research, and a vehicle for CSR activities from the LET Trust.

Charitable donations can also be monetary or in-kind, but do not incur any liability on behalf of the LET Trust – other than being a good steward of the donation and maximizing its use value.

Q: What is the difference in recognition between sponsors and charitable donations?

A: Sponsorship provides an opportunity to brand specific activity that the LET Trust engages in over the course of a year. As such, Sponsor organizations are recognized throughout the year in communication. Charitable donations are recognized in the moment and separately from sponsorship.

4.10 PROGRAM SPECIFIC

Q: What does Branded Research mean?

A: A company may want LET Trust to use its network and influence to engage in specific research related to climate activity or technologies. “Branded” means that the research can be made public immediately upon completion of the research or released later in cases where follow-on research is supported.

Q: Is there a limit to the number of branded research challenges?

A: No, each branded challenge is independently funded and budgeted for separately.

Q: What is the Trend Report?

A: As a new initiative, we have brought on a team to report on and deliver insight about global trends within a specific vertical each year.

Using the lens of a single industry vertical, we are exploring issues and trends that effect all logistics professionals – and all functions of a company – as well as all people that are and will be impacted by the changing landscape.

Q: What is the difference of sponsoring the report versus advertising within it?

A: Sponsorship of the report increases and enhances the sponsors reach into supporting conferences and talks given about the report.

Sponsorship also reduces and limits the type of additional advertising within the report. Advertising is an alternative to sponsorship and is location specific within the Trend Report.

Q: What is a branded conference?

A: As part of the activity of the LET Trust, we may use conferences as a means to raise awareness about our mission and bring together stakeholders to talk about specific issues.

A branded conference is where a sponsor uses the LET Trust as a platform to make other stakeholders aware that this issue is important to the sponsors organization and that the sponsor is interested in connecting with the community that the conference topic addresses.

Q: What are the other tiers of conference support?

A: In addition to a branded conference (where the sponsor is mentioned everywhere) different tiered sponsors can support aspects of the conference or show general support of the conference in a way that is accessible to their budget.

Q: What is the Branded Research + Innovation page?

A: This is the knowledge depository of all the research and work that goes on at the LET Trust, it is akin to having a library named after your organization for the period of sponsorship.

Q: What is the Branded Trustee’s Dinner?

A: This event honours the charitable donations made by individuals and organizations over the course of the year. A sponsor is effectively a “co-host” of the event.

Q: What is the General Campaign sponsorship?

A: By sponsoring the general campaign, you and your organization are sponsoring a single training course week that certifies new P.Log or P.A.In designations. You are showing support for individuals making a difference and gaining a valuable professional designation. An organization can separately sponsor a single day of the training week or the ceremonial final day, Certification Day.

Q: What is the Women in Logistics Campaign sponsorship?

A: The same as the General Campaign, but this week is uniquely targeted towards supporting women in the field of logistics.

Q: What is the Climate-Logistics Campaign sponsorship?

A: An organization can sponsor and name a research chair position for each sponsorship (maximum of five chairs per organization). Each research chair will lead a specific research challenge related to the future of logistics as we adapt to a changing climate.

Q: What is the Agriculture-Logistics Campaign sponsorship?

A: An organization can sponsor and name a research chair position for each sponsorship (maximum of five chairs per organization). Each research chair will lead a specific research challenge related to the future of logistics as in the field of agriculture and the global food supply chain.

5. AGREEMENTS

5.10 SPONSORSHIP AGREEMENTS

Every Sponsorship shall be subject to a written agreement.

Agreements may take the form of a Letter of Agreement or a detailed Memorandum of Understanding, depending on the value, duration and complexity of the Sponsorship.

Each sponsorship agreement shall be made for a specific period and purpose and include all relevant issues, outlining all the rights and responsibilities of both parties, in addition to establishing clear objectives.

When developing a Sponsorship agreement, LET Trust will ensure that the agreement:

- Does not imply product endorsement.
- Does not unduly influence or compromise LET Trust's programs or reputation.
- Does not give the Sponsor approval rights for the Sponsored program/event/initiative.
- Contains a provision protecting confidential and propriety information of both LET Trust and the Sponsor.

Agreements with Sponsors shall provide for early termination if the Sponsor or its representatives engage in any conduct that would lead LET Trust to reasonably determine that continued participation in the arrangement would adversely affect the goodwill and reputation of the Trust or its mission. In such circumstances, LET Trust will return any unused funds.

5.20 CRITERIA

Each Memorandum of Understanding shall include all relevant issues such as:

- The objectives of the parties.
- The event, program or service to be Sponsored.
- The value of the Sponsorship (dollar amount, quantity of product or level of service) and a payment/fulfilment schedule.
- The nature of the benefits and recognition to be provided by LET Trust
- Start and finish dates of the Sponsorship.
- Timelines for the delivery of funding/products/service (i.e., delivered all at once or at intervals).
- General roles and responsibilities of each party.
- Rights and responsibilities of each party regarding promotion, logos, etc.
- Lines of communication.
- Responsibility for costs involved with the Sponsorship arrangement (e.g. promotional materials, shipping, display equipment, etc.).
- Exclusivity, if applicable.
- Insurance coverage, if applicable.
- A dispute resolution process.

5.30 SAMPLE LETTER AND MOU

Below is an example Sponsorship Letter and Sample MoU used by the LET Trust.

SAMPLE LETTER

Sponsorship Letter of Agreement

ATTN: Trust Administrator
Logistics Employment Training Trust

Dear LET Trust,

This letter dated for reference, the ____ th day of _____ 20 ____

WHEREIN IT IS AGREED:

- 1) Sponsorship for:
- 2) Amount of Sponsorship:
- 3) Period of Time of Sponsorship:

ABC

Individual

SAMPLE MOU

MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
[COMPANY]
AND
LOGISTICS EMPLOYMENT AND TRAINING TRUST

The Parties hereto have executed this Agreement on the dates indicated below effective as of the date first written.

[COMPANY]

LET TRUST

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

=====

This Memorandum of Understanding, dated _____ 20__ (the "Agreement"), sets forth the mutual understanding and intent of COMPANY, a XXXXX corporation ("ABC"), and LOGISTICS EMPLOYMENT AND TRAINING TRUST, an Ontario corporation ("LET TRUST"), regarding the sponsorship of LET TRUST ("Projects"). The Appendices to this Agreement are incorporated by reference herein.

1. PARTIES

1.1 Affiliates. ABC and LET TRUST (collectively, the "Parties" and individually, a "Party") acknowledge that they do not intend to cause or use their affiliates to frustrate the purposes hereof by establishing or using separate affiliates to pursue Potential Projects outside the frame work of this Agreement.

1.2 Third Parties. On certain Approved Projects it may be desirable to add third parties to the project team. With the mutual consent of both Parties, a third party may be included as part of the project team.

1.3 Definitions.

"Affiliate" refers to any individual, partnership, corporation or other entity who directly or indirectly controls or is controlled by or is under common control with a Party.

"Approved Project" refers to any Potential Project for which the Parties has agreed in writing to pursue.

"Sponsored Project" refers to any Approved Project, which has been initiated by the Parties.

"Person" refers to any natural person, partnership, corporation or other entity.

"Potential Project" refers to any Sponsorship Opportunity, which is on offer by LET TRUST.

"Project Team" refers to a group of individuals selected to manage a particular project by the Parties.

1.4 Name. The Parties will generally refer to their joint alliance under this Agreement as "XXXXXXXXXXXX" ("A2Z").

2. PURPOSE

2.1 ABC and LET TRUST confirm that they are entering into the relationship set forth in this Agreement for the sole and limited purpose of a mutually beneficial relationship where ABC will pay for the right and privilege to sponsor a specific LET TRUST initiative.

2.2 Nothing contained in this Agreement shall be construed as creating a corporation, partnership, joint stock company, business trust, joint venture, whether incorporated or not, involving the Parties. This Agreement shall not limit the activities of each of them nor their respective Affiliates unless specifically prohibited hereunder.

2.3 Nothing contained in this Agreement shall be construed as creating any on-going fiduciary relationship of any nature between the Parties; unless specifically mentioned in Appendix B.

2.4 Neither Party shall have the authority or right, nor shall either Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of the other Party without the express prior written consent of the other Party.

2.5 If the Parties agree to pursue a Potential Project, each Party undertakes to cooperate with the other Party and to negotiate for the purpose of agreeing to and executing a legally binding project implementation agreement ("Project Agreement") for such Approved Project prior to the submission of any Proposal pursuant to which each of the Parties agrees to participate in the Project.

2.6 It is the Parties' intent to execute the design, development and delivery of the Approved Projects as defined by LET TRUST in accordance with the terms of this Agreement.

3. ADMINISTRATION

3.1 Establishment of Committees. The overall business commitment of each Party towards this Agreement shall be the responsibility of the Executive Committee which shall be comprised of one person from each Party. Overall management, leadership, day to day administration of this Agreement, and completion of Sponsored Projects shall be the responsibility of the Operations Committee which shall be composed of at least one and a maximum of two persons from each Party. Each Party shall designate at least one person who serves on both the Executive Committee and the Operations Committee. Each Party may by written notice to the other change its Committee representatives. Each Committee may hold,

and any committee representative may participate in, a meeting by means of conference telephone or similar communications equipment, which enables all representatives participating in the meeting to hear each other. One representative from each Party shall constitute a quorum.

3.1.1 The Executive Committee representatives are:

ABC

LET TRUST

3.1.1 The Operations Committee representatives are:

ABC

LET TRUST

3.2 Executive Committee. The Executive Committee shall have the overall power to administer this Agreement. The Executive Committee shall meet as necessary, but not less than annually, to determine matters related to this Agreement.

3.2.1 The authority and responsibilities of the Executive Committee include:

To oversee and review the outcomes of the Sponsored Project;

To review and approve the Potential Project prepared by the Operations Committee;

To resolve disputes not resolved by the Operations Committee; and

To take any other action the Executive Committee deems appropriate.

3.3 Operations Committee. The Operations Committee is responsible for A2Z overall project results. The Operations Committee shall meet as necessary, but not less than quarterly, to determine matters related to this Agreement as directed by the Executive Committee.

3.3.1 The Operations Committee shall have the following authority and responsibilities and such additional authority and responsibility as delegated by the Executive Committee. The Operations Committee may further delegate these duties and responsibilities to the project management committee pursuant to a specific project. The authority and responsibilities of the Operations Committee include:

To prepare overall policies and procedures;

To allocate resources to Approved and Sponsored Projects;

To determine method of proceeding with an Approved and Sponsored Projects;

To overview execution of Awarded Projects.

4. PROJECT TYPES

4.1 Sponsorship Opportunities. As provided in Article 6, Project Pursuit, the Parties shall endeavour to pursue the opportunity together as a Sponsored Project unless either Party has what it believes to be compelling reasons not to engage together or to engage with others, such reasons to be explained and discussed. In the event that the Parties do not agree to jointly pursue the opportunity, either or both may pursue the opportunity alone or with others.

5. DEVELOPMENT COSTS

Prior to the execution of an applicable Project Agreement for a Sponsored Project, all costs and expenses incurred by the Parties with respect to an Sponsored Project and this Agreement shall be borne by the Party incurring such costs and expenses. The Project Agreement will provide for handling of such costs in the event the Parties' Proposal is accepted and a contract is awarded.

6. CONFIDENTIALITY

To the extent of their respective rights and abilities to do so, the Parties shall exchange such information and data as are reasonably required of each to perform its part of this Agreement and any Project Agreement. All technical information, information systems, and confidential business information received from a Party under this Agreement, disclosed and designated or known to be confidential or proprietary whether in hardcopy or electronic form (hereinafter called "Confidential Data"), shall not be disclosed to other Persons except as provided herein. Confidential Data may be disclosed on a need to know basis (i) to an employee of a Party or its Affiliates and (ii) subject to a confidentiality agreement, to a subcontractor or supplier or prospective subcontractor or supplier. The restrictions on the disclosure of Confidential Data shall not apply to the extent such data (a) are in the public domain at the time of disclosures or later came under the public domain; (b) are known to the receiving Party at the time of the disclosure; (c) are authorized for disclosure by the written approval of the other Party; (d) are not unlawfully derived by the receiving Party from another source without restriction as to the use or disclosure of the data; or (e) are independently developed by the receiving Party without recourse to any proprietary data provided under this Agreement. The Parties shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify the other Party of the demand for information before responding to such demand. The foregoing restrictions shall cease to apply five years after the expiration of this Agreement. Email Communication will be done using encrypted email service (PrivacyEverywhere.net software) and all effort will be made to secure communication with the latest and most effective means possible.

7. PERSONNEL EXCHANGE

Each Party agrees to notify the other of and make space available for employees of the other Party in its training programs when part of an Agreement. The Operations Committee shall endeavour to integrate personnel between the Parties to meet the objectives of development of each Party's capabilities, as outlined in this Agreement.

8. TERM & TERMINATION

8.1 Termination. The term of this Agreement shall commence as of the original date hereof and shall continue for a period of ____ () years, at which time it shall be automatically extended for successive one year terms; provided however, any Party may terminate this Agreement at any time by the giving of at least 30 days prior written notice to the other Party.

8.2 Effect of Termination. Unless otherwise mutually agreed, upon termination of this Agreement (a) all Potential or Sponsored Projects for which the Parties have not submitted a Proposal shall cease to be joint projects and any Party shall be free to pursue any of such Potential or Sponsored Projects, either alone or in cooperation with others, and (b) all Sponsored Projects for which Proposals have been approved shall continue to be pursued as joint projects in accordance with the applicable terms of this Agreement and any applicable Agreement. The expiration or termination of this Agreement shall have no effect upon any Project Agreement executed pursuant to this Agreement.

9. INDEMNITY

9.1 Acts of Employees. The Parties agree to jointly indemnify an individual made a party to a proceeding because the individual is or was a Party representative on the Operations Committee, Executive Committee, or agent of an entity created by a Project Agreement against liability incurred in the proceeding if such individual:

Acted in good faith;

Reasonably believed that the action leading to liability was in or at least was not opposed to the Parties' best interest; and

In the case of any criminal proceeding, had no reasonable cause to believe that action leading to conviction was unlawful.

This indemnification will not be exclusive to any other rights to which any such person may be entitled under any agreement, vote of Parties or otherwise.

9.2 Third Party Claims. If either Party shall be required to pay any liability to a third party arising out of this Agreement, including all costs of defence and counsel, such Party shall be entitled to contribution from the other Party in the amount of one-half the amount of each such liability or expense at the time each is incurred.

9.3 Benefit of the Parties. Any indemnity under this Agreement shall be for the exclusive benefit of the Parties and shall not create any rights in any other Persons.

10. WAIVER OF CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, neither Party nor its Affiliates shall be liable to the other Party or its Affiliates for any loss of profits or revenue, loss of opportunity, loss of goodwill, cost of capital or ANY SPECIAL, indirect, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or other bases of liability.

11. SPONSORSHIP TERM SHEET

The Parties have developed a term sheet for Education, Investment and Procurement, which is attached as Appendix A. This term sheet contains contract requirements for entering into Sponsorship Agreement. Any variation from this Term Sheet shall be within the limits of authority established under Article 3 or shall require the approval of the Executive Committee.

12. ASSIGNMENT

This Agreement shall not be assigned by a Party without written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.

13. ADDITION OF THIRD PARTIES

No third party shall become a party to this Agreement without the prior written consent of all Parties.

14. DEFAULT

In the event any Party or its Affiliate is in material breach or default under this Agreement and such material breach or default is not cured within thirty (30) days after written notice thereof from the other Party (provided the other Party is not also in default under this Agreement), or reasonable action to cure has not been diligently initiated and pursued in the event that a cure cannot be effected within thirty (30) days, then such Party and its Affiliates (collectively, the "Defaulting Party") shall be deemed to be in default under this Agreement.

15. DISPUTE RESOLUTION

Any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, training, execution, meaning, operation or effect or breach of this Agreement, shall be first referred to the Executive Committee, which shall meet together with a view to resolving the same within a period of not more than thirty (30) days from the date of the submission. In the event the Executive Committee is unable to amicably resolve such dispute or difference within thirty (30) days, it shall be referred to non-binding mediation administered by the _____ Arbitration Association ("AAA") under its _____ Mediation Rules. If such mediation is unsuccessful in resolving the dispute, then such dispute shall be resolved by arbitration administered by the AAA under its _____ Arbitration Rules existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern. There shall be three arbitrators who shall be selected in accordance with the rules of AAA. The arbitration shall take place in Toronto, Ontario. Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement; provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and procedural law (excluding law relating to conflicts of law) of the Province of Ontario, but only to the extent such law is not inconsistent with the provisions of this Agreement. The decision of the arbitrators shall be final and judgment upon the award rendered may be entered in any court having competent jurisdiction thereof. The costs of the arbitrators and the arbitration proceedings shall be borne equally by the Parties. Each Member shall pay its own attorneys' fees and costs incurred by it relating to the arbitration.

The existence of any dispute or difference shall not be grounds for any Party to refuse to perform or discharge its duties or obligations under this Agreement or any Project Agreement. Pending resolution of such dispute or difference, and without prejudice to their rights, the Parties shall continue to perform and discharge their duties and obligations under this Agreement and any Project Agreement.

16. RECORD KEEPING AND RETENTION

Each Party shall designate a location for storage of Sponsored Project records, and shall coordinate their record retention policies with respect to time periods.

17. INTELLECTUAL PROPERTY

Each Party shall retain all of its rights to any intellectual property developed, utilized, or modified in the performance of this Agreement or any Project Agreement. If the Parties jointly conceive of any discovery, invention, or other intellectual property during the term of this Agreement, such intellectual property shall be jointly owned by the Parties.

18. NOTICE PROVISIONS

Communication required by this Agreement shall be delivered either by (i) personal delivery, (ii) registered or certified mail, return receipt requested or its equivalent where mailed, (iii) facsimile or e-mail, with receipt confirmed, (iv) telegram, or (v) internationally recognized air courier service, addressed to the Party for whom intended at the following address:

To LET TRUST: _____

To ABC: _____

or at such other address as the intended recipient previously has designated by written notice to the other Party. Unless otherwise provided in this Agreement, notice by registered or certified mail shall be effective on the date it is officially recorded as delivered, or refused, by return receipt or equivalent, or next business day if sent by air couriers. All communications delivered in person or sent by facsimile, e-mail or telegram shall be deemed to have been delivered to and received by the addressee on the date of personal delivery.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario.

20. AMENDMENT AND MODIFICATION

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

**APPENDIX A
SPONSORSHIP TERM SHEET**

| | |
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| Objective of Sponsorship: | <i>[Summary of intention]</i> |
| Type of Sponsorship: | <i>[Program Being Sponsored]</i> |
| Value of Sponsorship: | <i>[CDN \$]</i> |
| Payment Schedule: | <i>[% due at signing + remainder amount and dates if applicable]</i> |
| Benefits provided by LET Trust: | <i>[branding, advertising, trainings, and/or any other agreed items]</i> |
| Term of Sponsorship: | <i>[Start Date DD-MM-YY to End Date DD-MM-YY]</i> |
| Schedule: | <i>[Deliverables and Commitments due to Sponsor by date]</i> |
| Roles & Responsibilities: | <i>[Name - Role - Responsibility]</i> |
| Rights & Responsibilities | <i>[Use/restriction of logo/brand, in promotion]</i> |
| Key Contacts: | <i>[Name - Phone - Email]</i> |
| Program Budget: | <i>[Item - Cost]</i> |
| Exclusivity: | <i>[Y/N]</i> |
| Insurance : | <i>[Required Coverage, if applicable]</i> |
| Dispute Resolution Process: | <i>[Steps for successful remediation]</i> |