**Advertising Letter of Agreement**

**January 10, 2024
Advertiser Name / (DPG/MIG)**

This Letter of Agreement between **<company name>** (Advertiser) and the **Academy of Nutrition and Dietetics** (the Academy) on behalf of **<group> (DPG/MIG)**, a dietetic practice group of the Academy, will serve as confirmation for the advertising package detailed below.

**Advertiser will provide DPG/MIG <amount> in exchange for the following: ,in accordance with specifics included in Exhibit A**

* <DPG/MIG Event/Asset> Advertising Package which includes:
	+ (1) eblast to all <DPG/MIG> Event registrants. The eblast will be sent after the event which occurs on <date>.
	+ Focus group hosted by advertisers for any DPG/MIG Symposium 2024 registrant who opts-in to participate.
	+ Provide a company representative to be present during a non-educational breakout (to be scheduled).

# INVOICE TO BE ISSUED TO:

1. **Name and mailing address**
2. **<Company> contact person name, email and phone number:**
3. **Special instructions for invoicing**, e.g., PO # or web submission information:
4. **DPG/MIG 14- digit project code**:

**All invoices are due within 30 days of receipt once agreement is signed by all parties.**

**ADVERTISING MATERIALS**

1. During the Term, Advertiser grants to Academy a non-exclusive, non- assignable, non-transferable, revocable, and terminable limited license to use Advertiser’s unmodified names, trademarks, including service marks, copyrights, trade names, or photographs and other symbols and devices ("Intellectual Property"), including Advertiser’s marks herein set forth as "Advertiser Marks;" provided, however, that any use of Advertiser’s Intellectual Property and/or Advertiser Marks shall be subject to Advertiser’s prior written approval, as set forth below, in each instance. Academy shall only use Advertiser’s Intellectual Property and/or Advertiser Marks for the purposes of, and as provided for, in this Agreement. All such licenses and uses shall terminate immediately upon termination or expiration of this Agreement. Academy specifically acknowledges and agrees that the Intellectual Property and/or Advertiser Marks are, and shall remain, Advertiser’s sole and exclusive property and that no use under the Agreement shall create any right, title or interest in its favor relative to Advertiser’s Intellectual Property and/or Advertiser Marks. Any goodwill generated by Academy use shall inure solely to the benefit of, and be owned exclusively by, Advertiser. Academy acknowledges and agrees that all Materials shall be “work made for hire” and, as such, Advertiser exclusively owns any and all right, title and interest in the Materials.
2. All Materials (as defined below) developed by Academy pursuant to this Agreement (“Materials”) shall be submitted to Advertiser, for its prior written approval (email form acceptable), reasonably prior to the anticipated first public release, display, or availability date. No such Materials shall be used or made visible or available to the public by means of any media, formats, or other means now known or developed in the future in any manner without Advertiser’s prior written approval, in each instance. No approval by Advertiser pursuant to this section 8(c) shall be deemed to be a statement or opinion by Advertiser that such Materials comply with any applicable laws, regulations or rules. For purposes of this Agreement, Materials shall include all promotional, advertising, marketing, display, and any and all other materials, regardless of form or type, in any media or formats now known or developed in the future. Academy shall not make any public announcements or notices including, without limitation, any press releases without the other parties prior written consent.

**REPRESENTATION**

1. Academy represents, warrants, and covenants to Advertiser as follows, in addition (and not by way of limitation) to any other representations, warranties, covenants, and obligations herein: (a) it has the power and authority and all governmental licenses, authorizations, consents, and approvals to perform its obligations and grant such rights and licenses under this Agreement and to operate Event; (b) the execution, delivery, and performance by Academy of this Agreement has been duly authorized by all necessary action, and does not result in any breach
or contravention of any contractual obligation to which Academy is a party; (c) it will comply with all applicable federal, state, and local laws, rules, and regulations; (d) any Academy materials which it provides to Advertiser for use or approves for use shall not infringe, misappropriate, or otherwise violate the intellectual property, privacy, publicity, statutory, legal, contractual, personal, or other right(s) of any third party; (e) it has secured, or will secure, the right for Advertiser and its subsidiaries and affiliates, solely as applicable, to use any materials it purports to own or has the right to license; and (f) it shall not provide Advertiser with any personally identifiable information without the express written permission of Advertiser.

**INDEMNIFICATION**

1. Both parties shall and hereby indemnify, defend and hold harmless each party and the respective shareholders, directors, officers, agents, independent contractors and employees, from and against all losses resulting in any manner, directly or indirectly from the (i) breach of any of its representations, warranties, covenants or agreements made under this Agreement or (ii) the gross negligence or willful misconduct in connection with performance or any of the obligations required to be performed as a part of this agreement.

**CONFIDENTIALITY**

1. The parties shall keep all non-public information that the party provides to the other party, including the terms of this Agreement, strictly confidential.

**CANCELLATION**

1. Either party may terminate this Agreement in writing at any time.
2. Upon written termination, a cessation of business operations shall take place immediately. If the cessation is by the ADVERTISER, the ACADEMY shall be entitled to retain all amounts paid by ADVERTISER to that date and ADVERTISER is responsible for any costs incurred up to that point; if the cessation is by the ACADEMY, ADVERTISER shall be obliged to make no further payments and shall be entitled to the repayment of such pro rata amounts as may be determined in good faith, by negotiations between the parties or by the decision of an independent arbitrator, to be allocable to the benefits denied to the ADVERTISER by virtue of cessation.
3. In the event of a breach of terms of the agreement, the non-breaching party shall give written notice to the breaching party, at which time the breaching party shall have thirty (30) days to cure the breach or show the non-breaching party why no breach has occurred.
If the breaching party fails to cure or make adequate showing of non-breach by the end of the thirty (30) days, the Agreement shall terminate immediately.
4. Upon termination of this Agreement, the rights of each party hereunder shall cease immediately, including any rights to utilize the name, logo or marks of the other; to retain or make further use of any mailing lists or confidential information belonging to the other party; or to continue to promote the relationship created by this Agreement.

**ADDITIONAL POLICIES**

1. It is understood that the advertising activities contained herein **do not** include the following:
	1. Use of DPG/MIG/Academy letterhead,
	2. Use of DPG/MIG Officer’s Signature or endorsement of any kind,
	3. Use of the DPG/MIGname or the Academy of Nutrition and Dietetics (Academy) name in any reference, reports, press releases, etc. without prior written consent of the Academy,
2. Use of any survey tool without prior approval of the Academy.
3. Academy/DPG/MIG acceptance or support of exclusivity from any Advertiser is prohibited.
4. The terms and conditions of the Letter of Agreement are good through Date.

**We accept and agree to the terms stated *above:*** *(Note: electronic signatures are an acceptable format for signatures. Once all signatures have been entered, the Advertiser will receive a final PDF of the signed agreement).*

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Academy Representative Date

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Advertiser Representative Date

<SEE EXHIBIT A BELOW>

**EXHIBIT A:** Asset/Event Due Date and/or Specifications

# EBLAST CREATIVE SPECS:

**Please submit copy in one of the following formats:**

1. **Designed PDF / jpeg image**
	1. Can be submitted by Company as PDF, or jpeg
		1. If submitted as jpeg: should be submitted at 650px wide. Max  size: 10 megapixels.
		2. If submitted as PDF: will be transformed into a jpeg image prior to import
	2. Company must submit as final; no graphic or copy edits will be made to pdf/jpeg (no cropping, text edits, etc.)
	3. May include 1 hyperlink for pdf/jpeg image
	4. Up to 4 additional hyperlinks may be submitted
		1. Additional hyperlinks will be included as click-through “buttons”
		2. Buttons may contain text (actual buttons) or row/column of same-sized graphics (can be vertically or horizontally stacked)
	5. Up to 4 same-sized icons with hyperlinks for horizontal social media icon set footer
2. **Text with images**
	1. Text provided in Word
	2. No special fonts or design elements
	3. May contain up to 1 banner and 1 additional image (banner and/or image may be hyperlinked)
		1. Banner image (spans full width of eblast):  must be 650px wide
		2. In-text image: (right or left justified with wrapped text): less than 650px wide
	4. May contain up to 4 additional hyperlinks (in text or as click-through “buttons”, vertically or horizontally stacked)
	5. May contain up to 4 same-sized icons with hyperlinks for horizontal social media icon set footer
	6. Once eblast copy is submitted to DPG/MIG, the copy that is submitted may have up to one round of editing and then it is considered FINAL COPY.
3. **No HTML is accepted**