

CAUSE-RELATED MARKETING PROPOSAL AND AGREEMENT

Thank you for your interest in making Fred Hutchinson Cancer Research Center (“Center”) the beneficiary of your cause-related marketing promotion as described below (“Promotion”). All cause-related marketing promotions to benefit the Center must be approved in writing by the Center prior to commencing any activities, advertising or planning relating to the promotion that uses the Center’s name or marks. Please complete this Cause-related Marketing Proposal and Agreement (“Agreement”) and submit it to the Center at the address shown below *at least six (6) weeks prior to beginning any activities, advertising or planning for the cause-related marketing promotion*. The Center appreciates the efforts of all who wish to organize cause-related marketing promotions to support its mission. However, there may be reasons that require the Center to decline certain promotions including scope, lack of infrastructure, inadequate return, timing of the promotion, or conflicts with other promotions. Approval of cause-related marketing promotions is within the sole discretion of the Center.

Cause-related Marketing Promotion Summary

Sponsor(s) of Promotion (“Sponsor”)_____

Primary contact_____ Title_____

Address_____

City_____ State_____ Zip_____

Phone_____ Fax_____ Email_____

Website(s)_____

Please answer the following, attaching additional pages if necessary.

1. Describe your Promotion and how you intend to raise money: _____

2. Provide the timeframe of your Promotion, including start and end dates: _____

3. How do you plan to publicize your Promotion? Please explain outreach materials (e.g. web page(s); advertisement(s), etc.) _____

4. Please itemize your sources of income (check all that apply):
 Percentage of proceeds
 Flat contribution
 Other _____
5. Will the Center be the sole beneficiary? If splitting proceeds with another entity, what is the percent of proceeds designated for each beneficiary? _____

6. What is the contribution you hope to raise for the Center net of expenses? \$_____
7. Have you sponsored a Promotion for the Center before? If yes, please provide promotion name: _____
8. Will the donations from the Promotion be directed to the Center's general fund or restricted to a specific purpose (e.g. breast cancer research)? Donations may only be restricted to a specific purpose if Sponsor promotes the fact that donations will be directed for that purpose in advance on all promotional materials. Also, if the donations will be restricted, describe the specific purpose for which the donations may be used: _____

By signing below and submitting this Proposal to the Center, you agree and represent that if the Center accepts your offer to conduct the proposed Promotion (a) the Sponsor will be bound by the Agreement, (b) you are authorized to sign this Agreement on behalf of the Sponsor, and (c) all information provided by Sponsor to the Center relating to the Promotion is and will be true and correct in all material respects.

Accepted and agreed to:

Name of Sponsor

Name of authorized signatory

Title

Signature of authorized signatory Date

For review, return to:
Cause-related Marketing Proposal and Agreement
Fred Hutchinson Cancer Research Center
Mail Stop J5-200
PO Box 19024
Seattle, WA 98109-1024
T. 206-667-4399; F. 206-667-5826
jknoer@fhcrc.org

CAUSE-RELATED MARKETING PROMOTION TERMS AND CONDITIONS

These Cause-Related Marketing Promotion Terms and Conditions (“Terms”) will apply to the cause-related marketing promotion (“Promotion”) to benefit Fred Hutchinson Cancer Research Center (“Center”) that is described in this Cause-Related Marketing Proposal and Agreement. In order to protect the Center’s name, marks and reputation, this Promotion must be conducted in accordance with these terms. Only sponsors of Promotions (“Sponsors”) that agree to comply with these Terms are permitted to use the Center’s name and marks.

1. Promotional Activities on behalf of the Center.

- 1.1 These Terms together with the Cause-Related Marketing Proposal and Agreement to which they are attached (collectively “Agreement”) provide the basis for a Promotion to be organized by Sponsor on behalf of the Center. If the Promotion is approved, this Agreement will form the basis of any dealings with the Center in relation to the Promotion. Sponsor will be notified by email and mail whether or not the Promotion is approved.
- 1.2 If approved, the Promotion will not be a Center promotion, but a promotion to raise funds for donation by Sponsor to the Center. The Center may only be identified as the beneficiary of the Promotion and not the sponsor of the Promotion. Promotional materials must clearly state that the Center does not endorse the use of Sponsor’s products or services. The Center cannot take a coordinating role in planning the Promotion and its officers and employees cannot assist the Sponsor in the execution or publicity of the Promotion. The Center will not provide funding for expenses of the Promotion and will not provide access to its donor database to the Sponsor for use in connection with the Promotion. Sponsor is not the agent for the Center and has no authority to enter into any contract or commitment on behalf of the Center or otherwise act on the Center’s behalf.
- 1.3 The Center cannot accept and Sponsor agrees not to donate to the Center any funds derived from terrorist activities or obtained by illegal means.
- 1.4 After the Promotion, Sponsor agrees to provide the Center with a report on the Promotion including samples of all previously approved materials featuring the Center Marks.
- 1.6 Sponsor donations from the Promotion may be directed to the Hutchinson Center’s general fund or may be directed for use for a general restricted purpose (e.g. breast cancer research). Donations may only be restricted to a specific purpose if Sponsor states that the proceeds of the Promotion will be directed for that purpose in advance on all promotional materials (including web-based, advertising, TV/radio, public relations materials). Donations that are not specifically directed will be given to the general fund.
- 1.7 Sponsor is responsible for obtaining all necessary licenses and permits relating to the Promotion (e.g. raffle licenses) and for ensuring that the Promotion is conducted in accordance with all applicable laws and regulations. The Center cannot provide legal or tax advice and Sponsor should consult Sponsor’s own legal or financial advisors for such advice.

2. Liability and Insurance.

- 2.1 The Center is not financially or otherwise liable or responsible in any way for the promotion or staging of the Promotion or for any claims, damages, liabilities, injuries, losses or expenses that arise out of or relate to the Promotion. The Sponsor agrees to indemnify, defend and hold harmless the Center, its trustees, officers, employees and agents and their successors and assigns (“Indemnified Parties”) of and from all claims, damages, liabilities, injuries, losses or expenses (including, without limitation, attorneys’ fees and costs) that arise out of or relate to the Promotion or its planning or development except to the extent caused by the Indemnified Parties.
- 2.2 The Sponsor, at its expense, agrees to maintain liability insurance that is appropriate for the Promotion and is acceptable to the Center. The Sponsor will provide the Center with evidence of insurance upon request.

3. Processing and Receipting of Donations from the Promotion.

- 3.1 All donations from the Promotion must be remitted to the Center within six (6) months after the Promotion ends.
- 3.2 All donations by the Sponsor should be made payable and delivered to the Center. Within a reasonable time after receipt of a donation from the Sponsor, the Center will deliver to the Sponsor a written acknowledgment of the donation.

4. Use of Center’s Name and Marks.

- 4.1 The name “Fred Hutchinson Cancer Research Center,” its logos and other promotional materials or photographs relating to the Center (including any that appear on its website) are trademarked and copyrighted materials (collectively “Center Marks”). Center Marks cannot be displayed, copied or used in any manner without prior written consent from the Center. Approval of the Promotion and acceptance of the Agreement does not constitute consent to use the Center Marks except as provided in Section 4.4 below.
- 4.2 Consent to use the Center Marks is at the discretion of the Center and may be specifically detailed at the time a Promotion proposal is approved and the Agreement accepted by the Center, or it may be subsequently negotiated at the discretion of the Center.
- 4.3 If use of Center name is permitted under this Agreement, the name “Fred Hutchinson Cancer Research Center” must always be used in its entirety. Sponsor has no rights to any Center Marks or any combination or derivative of such Center Marks, nor is Sponsor given the right to raise funds in the name of “Fred Hutchinson Cancer Research Center” for any purpose other than those stated in this Agreement or as otherwise agreed by the Center in writing.
- 4.4 Upon approval of the Promotion and written acceptance of this Agreement by the Center, Sponsor may state that the Promotion is to support Fred Hutchinson Cancer Research Center, or that proceeds from the Promotion benefit Fred Hutchinson Cancer Research Center, but may not use any other Center Marks unless agreed in writing by the Center.
- 4.5 Any material (including web-based, advertising, TV/radio, public relations materials) using Center Marks must be submitted for approval prior to being printed or circulated. Requests to use any Center Marks take at least 72 hours to process and may take longer depending on the circumstances.

5. Promotion Benefits and Support.

- 5.1 The Center currently offers the benefits and support described on Exhibit 1 for Promotions raising the monetary levels stated on the Exhibit. If the Center is not the sole beneficiary, the event benefits described will be determined based on the gross proceeds benefiting the Center.
- 5.2 The benefit level for each Promotion must be approved by the Center in its discretion. In determining the appropriate benefit level for the Promotion, the Center will consider any written pledge agreement for the Promotion, the donation history for the Promotion and any other special circumstances relating to the Promotion. The Center will notify the Sponsor of the benefit level for the Promotion as soon as reasonably possible after its approval of the Promotion.

6. Term and Termination.

6.1 The term of this Agreement will be one year from the date this Agreement is accepted and agreed to by an authorized representative of the Center.

6.2 Either party may terminate this Agreement at any time in its sole discretion by giving the other party written notice of termination. Upon termination of this Agreement, Sponsor will immediately stop using any of the Center Marks unless otherwise agreed in writing by the Center.

1. Promotions grossing \$1 - \$999
 - Use of Fred Hutchinson Cancer Research Center's name as beneficiary organization
2. Promotions grossing \$1,000 - \$4,999
 - All benefits for Sponsors grossing \$1- \$999, plus:
 - Recognition in the Hutchinson Center's *Annual Report to Donors*
3. Promotions grossing \$5,000 - \$9,999
 - All benefits for Sponsors grossing \$1,000 - \$4,999, plus:
 - Administrative point person to field questions via phone or e-mail
 - Up to 250 Center brochures for distribution
4. Promotions grossing \$10,000 - \$24,999
 - All benefits for Sponsors grossing \$5,000 - \$9,999, plus:
 - Optional tour of the Center's campus in conjunction with check acceptance for up to five guests during regular business hours
5. Promotions grossing \$25,000 - \$49,999
 - All benefits for Sponsors grossing \$10,000 - \$24,999, plus:
 - Publicize Promotion in *Center News*, a weekly Center e-newsletter distributed to 4,000 employee subscribers
6. Promotions grossing \$50,000 - \$99,999

Benefits will be provided following one year of grossing \$50,000 or more. To continue receiving benefits in a given year, the Promotion must have grossed the necessary amount in the preceding year.

 - All benefits for Sponsors grossing \$25,000 - \$49,999, plus:
 - Use of the Center's logo for the Promotions in accordance with guidelines established by the Center
 - Two invitations to a Center science education event
 - Publicize Promotion via the Center's cause marketing website (<http://www.fhcr.org/en/how-to-help/other-ways-to-give/shop-to-support.html>)
7. Promotions grossing \$100,000 or more

Benefits will be provided following one year of grossing \$100,000 or more. To continue receiving benefits in a given year, the Promotion must have grossed the necessary amount in the preceding year.

 - All benefits for Sponsors grossing \$50,000 - \$99,999, plus:
 - Publicize Promotion on www.fhcr.org
 - Creation and execution of a media/publicity plan by Center Media Relations
 - Center representative at your check acceptance (greater Seattle/Eastside area only; based on availability)
 - Additional requests for support will be considered annually