

Support Agreement



Supporter name		Supporter telephone (
Supporter address		
Supporter email		
Effective Date	TBIResource contact Tamara Walter	Supporter contact
Additional Terms (if any) None .		

This Supporter Agreement ("Agreement") is entered into as of the effective date ("Effective Date"), specified above, by and between TBI Resource Foundation a California non-profit corporation with offices at 37 Laurel Lane, New York 14221 ("TBIResource"), and the supporter ("Supporter"), specified above.

Whereas, TBIResource is a non-profit corporation currently seeking its tax-exempt status under section 501(c)(3) of the Internal Revenue Code ("Tax-Exempt Status");

Whereas, Once TBIResource has secured its Tax-Exempt Status, TBIResource will provide support and services ("TBIResource Support and Services") to those living with traumatic brain injury ("TBI");

Whereas, TBIResource has need for supporters to assist in its efforts to provide TBIResource Support and Services;

Whereas, Supporter, specified above, desires assist TBIResource as specified in Support Forms, agreed upon by the parties.

Now therefore, the parties hereto agree as follows:

1. Support Forms

Supporter, from time to time, may provide support ("Nature of Support") as specified in the form attached to this Agreement ("Support Form"). TBIResource may accept such Support by signing and returning such a Support Form to Supporter.

2. Supporter Consideration

a. Supporter, as specified above, hereby agrees to support to TBIResource in the forms and/or roles selected in Nature of Support, as specified in specific Support Forms, according to the terms, specified, below.

b. Being able assist in TBIResource's efforts to provide TBIResource Support and Services, as specified in specific Support Forms, is consideration for Supporter's release of rights and/or efforts hereunder, and Supporter acknowledges that absent such a release of rights and efforts, Supporter would not be entitled to participate in this Support Agreement.

3. Release

a. If selected in Nature of Support, as specified in specific Support Forms, Supporter hereby releases certain rights to TBIResources with regard to Supporter's "quotes, text, written notes," "appearance, images, photos," "performance, audio, video recording" and/or "other release (as specified)", according to terms of this section.

b. If applicable, Supporter authorizes TBIResource to record Supporter's spoken words, appearance, image, and/or performance by means audio recordings, video recording, photographs or written notes, ("Production Materials") as specified in specific Support Forms, including the date of production.

c. Supporter grants TBIResource the rights to use the Production Materials for TBIResource Support and Services of TBIResource, subject to the restrictions stated herein. Supporter release TBIResource from any liability to Supporter for TBIResource's use of the Production Materials, according to the restrictions stated herein. Supporter hereby waives any moral rights, including the right to identification of authorship or limitation on subsequent modification, that Supporter has or may have in any work of authorship created hereunder. Supporter waives any right of edit or review in TBIResource's use of the Production Materials.

d. TBIResource shall use Production Materials solely for the reasonable purposes of TBIResource. TBIResource shall not use Production Materials in any manner which may be considered derogatory or detrimental to the good name or reputation of Supporter.

4. Foundation Monitory Support

a. If selected in Nature of Support, as specified in specific Support Forms, Supporter hereby desires to provide TBIResource with financial support. Until TBIResource has received its Tax-Exempt Status, any such financial support will not be tax deductible to Supporter.

b. Use of this Supporter Agreement for such monitory support should be for large monitory support, recurring monitory support and/or monitory endowment support, as opposed to one-time, monitory donations. However, all monitory donation will be appreciated.

5. Foundation Endorsement

a. If selected in Nature of Support, as specified in specific Support Forms, Supporter hereby provides its public endorsement of TBIResource. Supporter grants TBIResource the rights to use Supporter's name and photo / logo (as provided/approved by Supporter) for TBIResource Support and Services of TBIResource, subject to the restrictions stated herein.

b. Supporter releases TBIResource from any liability to Supporter for TBIResource's use of Supporter's name and photo / logo, according to the restrictions stated in specific Support Forms. TBIResource shall use Supporter's name and photo / logo solely for the reasonable purposes of TBIResource. TBIResource shall not use Supporter's name and photo / logo in any manner which may be considered derogatory or detrimental to the good name or reputation of Supporter.

6. Foundation Fundraiser

a. If selected in Nature of Support, as specified in specific Support Forms, Supporter will assist the foundation in fundraising activities. However, use of this Supporter agreement for Supporter fundraising is exclusively for voluntary fundraising activities, where supporter does not accept any fees or portion of the donations made to TBIResource. Professional fundraisers are subject to significant local, state and federal regulations. Should TBIResource choose to use such fundraisers, it will be under a different form of agreement.

b. TBIResource grants Supporter the right to use TBIResource name, logo and trademarks, subject to prior approval of fundraising campaign and donor targets.

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- c. Supporter releases TBIResource from any liability to Supporter for TBIResource name, logo and trademarks.
 - d. Supporter will have all donations made directly to TBIResource, where possible. Where not, it will forward all donations within five (5) business days, without setoff, fee or other withholding. Any business expenses must be approved by TBIResource in advance, and in writing.

7. Foundation Advisory Board

- a. The TBIResource advisory board ("TBIR Advisory Board") consist of professionals who work in the field of TBI. They are invited to join the TBIR Advisory Board by the board of directors of TBIResource and are ratified by majority votes of the members of TBIResource and TBIR Advisory Board. The TBIR Advisory Board meets (by teleconference) once a quarter, and annually elect a chair. Matters are decided are decided by majority vote of a quorum of one half of ratified TBIR Advisory Board members.
- b. The TBIR Advisory Board sets guidelines for the awarding of TBIResource MicroGrants (\leq \$1,000.00), awarding of major grants ($>$ \$1,000.00), and guidelines for TBI resources and support provided by TBIResource, and other related matters.
- c. TBIR Advisory Board members appear in the TBIResource website, and marketing collateral.

8. Foundation Membership

If selected in Nature of Support, as specified in specific Support Forms, Supporter may apply to become a member of TBIResource, subject to the approval of the board of directors.

9. Other Forms of Foundation Support

If selected in Nature of Support, as specified in specific Support Forms, Supporter may provide the other foundation support as specified.

10. Termination

- a. Either party may terminate this Agreement at its convenience upon thirty (30) days prior written notice to Supporter. Either party may terminate this Agreement immediately upon the other party's material breach, which is not cured within fifteen (15) days of written notice of the breach.
- b. Obligations of the parties that have arisen prior to the termination of this Agreement regarding confidential information, intellectual property and indemnification shall survive the termination.

11. Confidential Information

- a. Confidential information shall mean all tangible, oral and visual information that is designated as "proprietary" or "confidential" or by similar words by discloser at the time of disclosure and which if tangible is marked as such in writing and if oral or visual is confirmed as such by discloser in a writing delivered to the receiving party within fifteen (15) days of disclosure, or which the receiving party should have considered to be confidential under the circumstances surrounding disclosure, and shall include information relating to TBIResource Support and Services, and shall include, but not be limited to, information encompassing plans, proposals, marketing and fundraising plans, financial information, TBIResource passwords (and other security information), donor information, information of third parties disclosed to the disclosing party under an obligation of confidentiality, and/or reasonably related to the business of disclosing party.
- b. The receiving party agrees to regard and preserve as confidential, all such confidential information, whether or not in writing, other physical or magnetic form, or such information as is contained in the receiving party's (including its employees and consultants) memory. The receiving party shall not, without written authority from the disclosing party, directly or indirectly, use for the benefit or purpose of, or disclose to, any other person or entity, any confidential information, either during the term of this Agreement or within three (3) years of its disclosure to the receiving party, except where expressly required hereunder. Notwithstanding the forgoing, the receiving party shall be free to use for any purpose the residuals resulting from access to or work with such confidential information as provided herein. The term "residuals" means information in non-tangible form which may be inadvertently retained by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques

contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

c. The foregoing obligations shall not apply to any part of confidential information that: (i) the recipient can demonstrate by its written records to have had in its possession prior to disclosure to the recipient by the discloser; (ii) was part of the public knowledge or literature, not as a result of any action or inaction of the recipient; (iii) was subsequently disclosed to the recipient from a source other than the discloser without an obligation of confidentiality to the discloser; (iv) the recipient can demonstrate by its written records to have been independently developed by the recipient without the use, directly or indirectly, of any confidential information; or (v) recipient is required to disclose pursuant to a court order or as otherwise required by law; provided, however, that recipient notifies the discloser within sufficient time to give the discloser a reasonable period to contest such order.

12. Intellectual Property

a. All Deliverables, and other works of authorship, inventions, improvements and discoveries conceived, made and/or reduced to practice by Supporter, solely or in collaboration with others, in its performance hereunder, including all patents, copyrights, trademarks, and trade secrets therein, shall be the exclusive property of TBIResource, and shall be so assigned. Supporter acknowledges that TBIResource, and its suppliers, own solely and exclusively any TBIResource software products and documentation, and their associated intellectual property rights, including any modifications, enhancements and derivative works thereof.

b. Supporter agrees that any works of authorship created hereunder were specially ordered or commissioned by TBIResource and further agrees that such works of authorship shall be considered a "work made for hire" within the meaning of the copyright laws of the United States, and that TBIResource is entitled, as sole author, to the copyright and all other rights therein, throughout the world. Supporter hereby waives any moral rights, including the right to identification of authorship or limitation on subsequent modification that Supporter has or may have in any work of authorship created hereunder.

c. Supporter agrees to assist TBIResource, at TBIResource's expense, to secure, perfect and defend TBIResource's intellectual property rights, even after the termination of this Agreement.

d. Supporter hereby grants a non-exclusive, royalty-free, irrevocable, perpetual license to TBIResource under any intellectual property rights of the Supporter for TBIResource's use, lease, license and sale of any Service or Deliverable, to the limited extent necessary to allow TBIResource to implement and utilize the Services and Deliverables.

e. Supporter shall not incorporate into Services or Deliverables any intellectual property of third parties without TBIResource's prior written permission. Supporter represents and warrants that it has no outstanding agreements or obligations which would conflict with its obligation to assign intellectual property rights to TBIResource, as defined herein. Supporter agrees that it shall not enter into any such conflicting agreements, or assume any such conflicting obligations, during its performance hereunder.

13. No Employment Arrangement

a. Nothing in this Agreement shall in any way be construed to constitute Supporter to be the agent, employee or representative of TBIResource, beyond the role specifically contemplated herein. Supporter shall perform its role hereunder as an independent contractor. Contactor shall not act, or hold itself out, as an employee or agent of TBIResource, and may not bind TBIResource to any obligation, contract, agreement or arrangement.

b. Supporter shall not be entitled to participate in any fringe benefits or privileges given or extended by TBIResource to its employees, including without limitation, medical benefits, workers compensation, retirement plans or stock plans, and Supporter shall indemnify TBIResource against any claim for such made by its employees, agents or Supporters against TBIResource.

c. Supporter shall comply with all applicable international, national, state and local laws and regulations. No illegal, improper, or unethical payments, or other activities, shall be made or undertaken by Supporter in connection with its work hereunder.

14. General

- a. Neither party may assign its rights or obligations under this Agreement without the prior consent of the other, and any purported assignment without such consent shall have no force or effect, except that TBIResource may assign this Agreement incident to the transfer of all or substantially all of its business. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.
- b. No failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.
- c. The validity, performance and construction of this Agreement shall be governed by the laws of the State of California, USA (excluding its conflict of law's provisions). Buffalo, New York shall be the appropriate venue and jurisdiction for the resolution of disputes hereunder.
- d. All notices or communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand delivery, upon delivery by a courier service, upon acknowledged email communication, or three (3) days after deposit in the mail, postage prepaid, by certified, registered or first-class mail.
- e. In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement. The captions of sections herein are intended for convenience only, and the same shall not be interpretive of the content of such section.
- f. The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party hereto. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the order by its express terms.
- g. This Agreement may be executed by original, electronic, facsimile or other signature which indicates the parties' acceptance of the terms hereunder. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery by means of a physical document, facsimile, or electronic file of such an executed copy of this Agreement shall be deemed an original and have the full force and effect of an original signed paper copy.
- h. This Agreement, Support Forms and any additional terms ("Additional Terms") specified above, constitute the entire agreement between the parties as to the subject matter hereof, and supersede and replace all prior or contemporaneous agreements, written or oral, regarding such subject matter.

Accepted and Agreed:

TBI Resource Fondation

By: _____
signature of authorized representative

Tamara Walter
_____ printed name

Executive Director
_____ title

Supporter

By: _____
signature of authorized representative

_____ printed name

_____ title (if any)

Support Agreement Support Form



Supporter name			
Effective Date of Support Form	Effective Date of Support Agreement		
Nature of Support (check all that are applicable) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Name release <input type="checkbox"/> Quotes, text, written note release <input type="checkbox"/> Appearance, image, photo release <input type="checkbox"/> Performance, audio, video recording release <input type="checkbox"/> Other release (specify below) <input type="checkbox"/> Permission to record and use (specify below) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Foundation monitory support <input type="checkbox"/> Foundation endorsement <input type="checkbox"/> Foundation fundraiser <input type="checkbox"/> Foundation advisory board <input type="checkbox"/> Foundation member (pending approval) <input type="checkbox"/> Other foundation support (specify below) </td> </tr> </table>		<input type="checkbox"/> Name release <input type="checkbox"/> Quotes, text, written note release <input type="checkbox"/> Appearance, image, photo release <input type="checkbox"/> Performance, audio, video recording release <input type="checkbox"/> Other release (specify below) <input type="checkbox"/> Permission to record and use (specify below)	<input type="checkbox"/> Foundation monitory support <input type="checkbox"/> Foundation endorsement <input type="checkbox"/> Foundation fundraiser <input type="checkbox"/> Foundation advisory board <input type="checkbox"/> Foundation member (pending approval) <input type="checkbox"/> Other foundation support (specify below)
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Description of Nature of Support			
Additional Terms (if any) None.			
<i>This Support Form is governed by the terms of the Support Agreement with the Effective Date referenced above. Accepted and agreed:</i>			
TBI Resource Fondation by: _____ Tamara Walter Executive Director _____	Supporter by: _____ _____ _____		
printed name and title	printed name and title (if any)		