

SEUS-CP Alliance 2022 • Presented by Georgia Allies

Georgia is proud to host the 14th annual Southeast U.S. - Canadian Provinces Alliance (SEUS-CP) conference, June 19-21, 2022, at the Savannah Convention Center. SEUS-CP fosters cross-border business collaboration and creates new trade opportunities for small businesses. It is the flagship of Georgia's international economic development partnerships, and we are delighted to welcome our Canadian friends back to Georgia. We anticipate 240+ business and economic development leaders, Governors and Premiers from across the Southeast and Canada in attendance. This year, our focus industries are Transportation & Logistics and Food & Beverage. The Alliance fosters important trade opportunities for small businesses, a key priority of the Governor's Office and the Georgia Department of Economic Development.

GDEcD is pleased to provide the following Sponsorship Opportunities:

SPONSORSHIP RECOGNITION AND PRIVILEGES

☐ Platinum Sponsor \$50,000+

- High-visibility company logo on all conference program materials
- Special recognition at Opening Reception and during the conference
- Option to introduce one featured speaker or panel session
- Platinum Conference Host sponsor signage with company logo
- Platinum Conference Host listing and logo on "all sponsors" signage
- Sponsor listing and logo on 2022 conference website
- Two (2) reserved seats with Heads of Delegation at Monday lunch
- Eight (8) complimentary conference registrations
- Eight (8) invitations to host state functions
- Inclusion of company information in delegate materials (description and logo)
- Opportunity to place logo items in delegate gift bags

☐ Gold Sponsor \$35,000+ Welcome Reception Sponsor (Sunday, one available)

- High-visibility company logo on all conference program materials
- Special recognition by SEUS Chairman at one of the lunches during the conference
- Gold Conference Host sponsor listing and logo on "all sponsors" signage
- Sponsor listing and logo on 2022 conference website
- Recognition in conference brochure
- Six (6) complimentary conference registrations
- Six (6) invitations to host state functions
- Opportunity to place logo items in delegate gift bags

☐ Silver Sponsor \$25,000+ Head of Delegation Dinner Sponsor (Sunday, one sponsorship available)

- Two (2) invitations for HOD Dinner
- Company logo on all conference program materials and signage
- Special recognition at Sunday night dinner
- Silver sponsor listing and logo on "all sponsors" signage
- Sponsor listing and logo on 2022 conference website
- Recognition in conference brochure
- Four (4) complimentary conference registrations
- Four (4) invitations to host state function

Silver Sponsor \$25,000+ Monday Dinner Sponsor
(one sponsorship available)

- Two (2) reserved seats for Monday night Dinner
- Company logo on all conference program materials and signage
- Special recognition at Monday night reception and dinner
- Silver sponsor listing and logo on “all sponsors” signage
- Sponsor listing and logo on 2022 conference website
- Recognition in conference brochure
- Four (4) complimentary conference registrations
- Four (4) invitations to host state function

Bronze Sponsor \$10,000+

- Company logo on all conference program materials and signage
- Special recognition at Monday night reception
- Sponsor listing and logo on “all sponsors” signage
- Sponsor listing and logo on 2022 conference website
- Recognition in conference brochure
- Three (3) complimentary conference registrations
- Three (3) invitations to host state function

Community Partner \$2,500+

- Sponsor listing and company logo on conference materials
- Sponsor listing and logo on “all sponsors” signage
- Sponsor listing and logo on 2022 conference website
- Two (2) complimentary conference registration
- Two (2) invitations to host state function
- Opportunity for half-page online ad

Additional Sponsorship Opportunities:

The sponsorship opportunities below will include professional signage prominently displayed at the conference and inclusion in the online conference program.

Coffee Breaks, Monday and Tuesday

- \$5,000** (2 available) Coffee Bar Overlooking the River
- \$3,500** (2 available) Coffee Bars – Lounge Adjacent to Ballroom or Downstairs Lounge

Promotional items for delegate bags – custom pricing

COMPANY INFORMATION

Company Name:

Contact:

Address:

City/State/Zip:

Email: Phone:

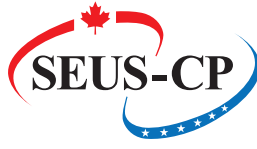
I agree to adhere to the Sponsorship Terms.

Signature:

Please send sponsorship registration to cleake@georgia.org or for further assistance please call Caroline Leake: 404-962-4051.

Checks may be made payable to the Georgia Department of Economic Development Foundation, Inc.

Georgia Department of Economic Development Foundation, 75 Fifth Street, Suite 1200, Atlanta, GA 30308, Attention: Lindsey Dobbs / SEUS-CP



2022 SEUS-CP Conference Agenda

All events held at the Savannah Convention Center unless otherwise noted.

***Denotes Sponsor Opportunity**

Sunday, June 19, 2022

Arrival
Host Hotel: Westin Savannah Harbor
1 Resort Drive, Savannah GA 31421

12:00pm Registration Open
Savannah Convention Center
1 International Drive, Savannah, GA 31421

6:00 - 7:30pm *Welcome Reception
Georgia International Gallery

Monday, June 20, 2022

7:30am Registration Open

7:30 - 8:20am *Breakfast (no reserved seating)
Chatham Ballroom BC

8:30 - 9:45am Opening Ceremony
Chatham Ballroom BC

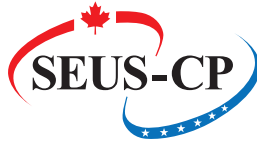
9:45 - 10:15am *Refreshment Break
Georgia International Gallery

10:15 - 11:45am Leadership Discussion #1 - Supply Chain / Nearshoring Opportunities
Meeting rooms 200-202

10:15 - 11:45am Leadership Discussion #2 - Workforce Trends
Meeting rooms 203-205

10:30 - 11:45am Business to Business Appointments
Chatham Ballroom A

12:00 - 1:30pm *Keynote luncheon (reserved seating for HODs and speakers)
Chatham Ballroom BC



Monday, June 20, 2022, continued

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|---------------|-------------------------------------------------------------------------------------------------------|
| 1:30 - 1:45pm | *Refreshment Break
Georgia International Gallery |
| 1:45 - 3:15pm | Leadership Discussion #3 - Global Food Security / Supply Chain
Meeting rooms 200-202 |
| 1:45 - 5:00pm | Business to Business Appointments
Chatham Ballroom A |
| 3:30 - 5:00pm | Leadership Discussion #4 - EV and Mobility
Meeting rooms 200-202 |
| 5:30 - 6:30pm | *Transportation to Offsite Reception and Gala Dinner
Departing from the Westin Hotel |
| 6:00 - 9:00pm | *Cocktail Reception and Gala Dinner
Kehoe Ironworks
660 E. Broughton Street, Savannah, GA 31401 |

Tuesday, June 21, 2022

- | | |
|-------------------|-------------------------------------------------------------------------------------------------|
| 8:00am | Registration Open |
| 8:30 - 9:45am | *Closing Breakfast
Chatham Ballroom BC |
| 10:00 - 11:30am | Leadership Discussion #5 - Supporting Innovation / Living Laboratories
Meeting rooms 200-202 |
| 10:00am - 3:00pm | Business to Business Appointments
Chatham Ballroom A |
| 11:30am - 12:30pm | *Pick up/box lunch - End of official program
Georgia International Gallery |
| 3:00pm | Business to Business Appointments Conclude
Chatham Ballroom A |

Note: Speakers to be announced for all Leadership Discussions (#1 - #5)

SPONSORSHIP TERMS AND CONDITIONS FOR SOUTHEAST U.S.-CANADA PROVINCES ALLIANCE (SEUS-CP) 2022 CONFERENCE

This Sponsorship Terms and Agreement (“Agreement”) is by and between the Georgia Economic Development Foundation, Inc. (“Foundation”), an arm of the Georgia Department of Economic Development (“GDEcD”), and the Sponsor (as identified in the signature block below). This Agreement is effective as of the date it is fully executed. By agreeing to sponsor the Southeast U.S.-Canada Provinces Alliance (SEUS-CP) 2022 Conference (“SEUS-CP Conference”) in Savannah, Georgia (the “Event”), Sponsor hereby agrees to the following terms and conditions. Foundation and Sponsor are collectively, the “Parties”.

1. **Sponsorship.** Sponsor will receive the sponsorship benefits associated with the requisite level of sponsorship as indicated on the Sponsorship Form.
2. **Sponsorship Consideration.** To be a sponsor of the Event, the Sponsor will pay the fee identified in conjunction with the requisite Sponsorship Level identified on the Sponsorship Form (the “Sponsorship Fee”) within the identified time period. If Sponsor fails to pay the Sponsorship Fee within the designated time period(s) on the Sponsorship Form, then Foundation will have the reasonable right to withhold credentials and/or all benefits from Sponsor.
3. **Term.** This Agreement shall be in effect from the Effective Date and shall terminate once the Event has concluded.
4. **Sponsor Termination or Cancellation.** All cancellations must be made in writing to Foundation. In the event of a termination or cancellation on the part of the Sponsor, Foundation shall assess the following cancellation fees:
 - **Cancellation on/before 60 days prior to first show date will incur a 75% fee of total Sponsorship Fee;**
 - **Cancellation up to 61 days prior to first show date will incur a 50% fee of total Sponsorship Fee;**
5. **Foundation Termination.** In the event of a termination or cancellation by Foundation, Sponsor’s remedies shall be limited to a refund of the Sponsorship Fee paid under this Agreement.
6. **License and Use of Sponsor Marks.**
 - (a) During the Term of this Agreement, the Sponsor grants Foundation a limited use, non-transferrable, non-exclusive license to use the Sponsor’s name, logo, and other identifying characteristics (collectively, the “Sponsor’s Marks”), which are attached hereto as Exhibit A in publishing and promoting the Event.
 - (b) Foundation will use reasonable efforts to use the Sponsor’s Marks in a high quality manner.
 - (c) Foundation acknowledges the Sponsor’s exclusive ownership in the Sponsor’s Marks and that the Sponsor’s Marks are unique and original to the Sponsor. Foundation will not, at any time during or after the Term, dispute or contest, directly or indirectly, the Sponsor’s exclusive ownership in the Sponsor’s Marks. Foundation acknowledges that its use of the Sponsor’s Marks inures to the Sponsor’s benefit, and that Foundation will not acquire any ownership in the Sponsor’s Marks as a result of the license granted by this Agreement.
7. **Sponsor Activities.**
 - (a) Except as stated in this Agreement, Sponsor is solely responsible, at its own expense, for (1) any Sponsor conducted activities (including any permitted on-site activations at the event) and/or materials utilized in connection with the event, including compliance with all applicable laws and regulations; and (2) any necessary authorizations or permissions in connection with Sponsor’s use of any media content captured by Sponsor on-site at the event (as such media content capture is authorized by Foundation).
 - (b) Sponsor agrees to comply with any reasonable instructions, rules, and regulations of Foundation and SEUS-Japan By-laws and covenants in connection with the event.
8. **Force Majeure.** Any delay or failure of either party to perform its obligations under this Agreement is excused to the extent that it is caused by a Force Majeure Event, provided the party claiming a Force Majeure Event promptly notifies the other party of the Force Majeure Event, the anticipated duration of the Force Majeure Event, and the steps being taken to remedy the failure. In this Agreement, a “Force Majeure Event” is an event or occurrence beyond a party’s reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or third-party labor problems. If the event or a portion of the event cannot be held due to a Force Majeure Event, Foundation will refund the Sponsor the entire Sponsorship Fee paid by the Sponsor under this Agreement. Other than the refund of the Fee as provided in this Section 6, Foundation has no responsibility to Sponsor for cancellation of all or part of the Event due to a Force Majeure Event.

9. **Injuries.** Sponsor waives any rights to recover from Foundation for any injuries that Sponsor (and/or Sponsor's employees and subcontractors) may sustain while performing under this Agreement unless and to the extent the injuries are due to Foundation's negligence or misconduct.
10. **INDEMNITY.** SPONSOR WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND FOUNDATION AND GDECD AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LOSSES ACTUALLY AND REASONABLY INCURRED BY AN INDEMNIFIED PERSON, TO THE EXTENT SUCH CLAIM FOR LOSSES ARISES OUT OF OR IS RELATED TO: (A) SPONSOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND/OR (B) ANY MATERIAL BREACH OF THIS AGREEMENT BY SPONSOR. NOTWITHSTANDING THE PRECEDING, SPONSOR HAS NO INDEMNIFICATION OBLIGATIONS TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF THE INDEMNIFIED PERSONS.
11. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (i) such Party has the right and authority to enter into and perform its obligations under this Agreement; (ii) such Party will perform its obligations under this Agreement in a commercially reasonable manner in compliance with applicable laws and regulations, including laws and regulations related to safety and health, disability access, and antidiscrimination; (iii) such Party will execute any necessary amendments to this Agreement and/or comply with any applicable guidelines or instructions from lawful governing authorities to the extent required to comply with applicable laws; and (iv) such Party's marks and/or materials provided to the other Party do not and will not violate any applicable law or regulation or infringe any proprietary, intellectual property, contract or tort right of any person.
12. **Notices.** All notices and payment given in accordance with this Agreement will be effective if hand delivered or sent by overnight courier or by certified mail, return receipt requested to the addresses listed on Exhibit A. Addresses for notice may be changed from time to time by written notice to the other Party. Any communication or payment given by mail will be effective upon the earlier of (a) five business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service with correct postage prepaid; or (b) actual receipt, as indicated by the return receipt. If notice or payment is given by personal delivery or by overnight air courier, the notice or payment will be effective when delivered to the appropriate address set forth above.
13. **LIMITATION OF DAMAGES.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS DUE TO LIABILITIES TO THIRD PARTIES AND NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT WILL BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOOD WILL, REVENUE OR PROFIT, NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT UNLESS THE DAMAGES AROSE DUE TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL BREACH OF THIS AGREEMENT. Foundation's LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY SPONSOR TO Foundation.
14. **Independent Contractors.** The Parties and their respective personnel are and will be independent contractors and neither Party by virtue of this Agreement will have any right, power or authority to act or create any obligation on behalf of the other Party, unless expressly provided in this Agreement.
15. **Survival.** Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.
16. **Assignment.** This Agreement binding upon and inures to the benefit of the Parties and their respective successors and assigns. Notwithstanding the preceding sentence, neither Party may assign, by operation of law or otherwise, this Agreement or any of the rights, benefits or obligations under this Agreement, without the other Party's prior written consent. Any attempt to assign this Agreement without the other Party's written consent will be null and void, and will give the non-assigning Party the right to cancel and terminate this Agreement.
17. **Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Georgia without regard to conflicts of law. Venue under this Agreement shall be exclusive to the Superior Court of Fulton County, Georgia.
18. **Entire Agreement.** This Agreement and the attached Exhibits A and the Sponsorship Form contain the entire agreement between the Parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the Parties with respect to this subject matter. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING INTO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes in the Agreement are binding on any Party to the Agreement unless set forth in a document duly executed by or on behalf of such Parties.
19. **Waiver.** If a party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement, that party does not waive or relinquish the right at any time to demand strict and complete performance by the other of the same or other terms, covenants, and conditions.

20. **Section References.** When this Agreement makes reference to an article, section, paragraph, clause, schedule or exhibit, that reference is to an article, section, paragraph, clause, schedule or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation."
21. **Exhibits.** All exhibits referenced in this Agreement are incorporated as part of this Agreement as if fully set forth in this Agreement. To the extent of a conflict between an exhibit and the body of this Agreement, the Exhibit controls.
22. **Severability.** If a mediator, arbitrator, or court holds, for any reason, that one or more provisions of this Agreement is invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement.
22. **Counterparts.** The Parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.
24. **Construction.** All Parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendment or exhibits.