



## EFORT Congress 2017

### GENERAL TERMS AND CONDITIONS OF SPONSORSHIP AGREEMENTS ("GTC")

The European Federation of National Associations of Orthopaedics and Traumatology ("EFORT") is the organiser of the annual EFORT Scientific Congress. The next edition of the congress will take place in 2017 in Vienna, Austria from 31 May to 02 June 2017 ("Congress 2017"). The venue of the Congress 2017 shall be Messe Reed Wien, Messeplatz 1, PO Box 277, A-1021, Vienna, Austria (Messe Reed Vienna)).

During the Congress 2017, the party to these GTC (the SPONSOR) has agreed to sponsor (i) an industry satellite activity, (ii) an exhibition space or (iii) an educational, marketing or promotional service.

#### 1. SCOPE

These GTC govern the sponsorship relationship between EFORT and the SPONSOR (each individually a "party" and collectively the "parties") for activities undertaken by EFORT, its appointed partners and the SPONSOR in connection with the Congress 2017.

#### 2. ELEMENTS OF THE SPONSORSHIP AGREEMENT AND DISCREPENCY

The sponsorship agreement between EFORT and the SPONSOR (the "Sponsorship Agreement") consists of (i) the duly signed relevant Application Form (as defined below), (ii) these GTC and (iii) the EFORT 2017 Congress Exhibitor & Sponsorship brochure (hereinafter "EFORT 2017 Sponsorship Brochure"). In case of any contradiction or discrepancy (i) the Application Form prevails over these GTC and the EFORT 2017 Sponsorship Brochure; and (ii) these GTC shall prevail over the EFORT 2017 Sponsorship Brochure.

#### 3. APPLICABILITY AND DEVIATION

By signing the Application Form, the Company accepts the conditions contained in these GTC and in the EFORT 2017 Sponsorship Brochure. The parties may deviate from these GTC by written agreement only.

#### 4. TYPES OF SPONSORING

The SPONSOR may, subject to the terms and conditions described herein choose one or more of three types of sponsorship for the Congress 2017 (each individually a "sponsored item" or collectively the "sponsored items")

- ✓ Hosting of an industry satellite activity (see Industry Satellite Activities in the EFORT 2017 Sponsorship Brochure)
- ✓ Renting of an exhibition space for the duration of the congress 2017 (see Exhibition in the EFORT 2017 Sponsorship Brochure)
- ✓ Sponsoring of a specific educational, marketing or promotional activity (see marketing, promotional and advertising opportunities in the EFORT 2017 Sponsorship Brochure)

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The SPONSOR shall choose among the Sponsored Items the respective Application Form, being the "*Industry Satellite Activities Application Form*", "*Exhibition Space Application Form*" or the "*Sponsorship Order Form*", each individually an "*Application Form*" and collectively the "*Application Forms*".

## 4.1 Industry Satellite Activities

The SPONSOR may host *an industry satellite activity* only if for the Congress 2017 it also concludes a Sponsorship Agreement for (i) *renting of an exhibition space* (see section 4.2 below) or (ii) a different sponsorship of at least equivalent value to the smallest available exhibition space.

### 4.1.1 Application Steps

- Download the Industry "*Satellite Activities Application Form*" and "*Exhibition Space Application Form*" from the congress section of the EFORT website at [www.efort.org/vienna2017](http://www.efort.org/vienna2017).
- Submit both the completed, dated and duly signed Industry "*Satellite Activities Application Form*" and accompanying "*Exhibition Space Application Form*" to [alan.cole@efort.org](mailto:alan.cole@efort.org) or [sponsorship@efort.org](mailto:sponsorship@efort.org).

### 4.1.2 Early Bird Benefits

Signed applications received before 07 October 2016 will benefit from:

- ✓ Option to pay in two instalments: 70 % upon application and 30 % by 01 December 2016
- ✓ Free promotional satellite activity bag insert in the congress bag for those companies confirming a satellite and
- ✓ Free web listing and link to your website from the EFORT website starting from February 2017 until the end of the Congress 2017

Signed applications received after 07 October 2016 and subject to availability will benefit from:

- ✓ a preferential "satellite activity" rate for a corresponding insert in the congress bag or other benefits as detailed in the EFORT 2017 Sponsorship Brochure

### 4.1.3 Preliminary Confirmation

All applications received will be processed on a first come, first served basis subject to availability within 14 working days (from 08 October 2016) The SPONSOR will receive a preliminary confirmation by e-mail stating the date, time slot and room (with information on its capacity) of the Sponsors Industry Satellite Activity.

After receiving such preliminary confirmation, the SPONSOR has ten (10) working days to query the confirmation by requesting an alternative date, time slot and/or room. After the lapse of this time period modification of the SPONSORS booking will no longer be possible.

### 4.1.4 Payment and Final Confirmation

The preliminary confirmation sent to the SPONSOR will be accompanied by a corresponding invoice including payment details for the respective amount due for the sponsored items.

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The SPONSORS Industry Satellite Activity will be deemed finally confirmed only once the amount has been received in full in accordance with these GTC (in particular to but not limited to section 4).

#### 4.1.5 Submission and Acceptance of the SPONSORS Industry Satellite Activity Content

If not already provided with the initial application, the SPONSOR must as soon as possible, and in any case no later than by 28 February 2017, provide EFORT with the session title and full details of its industry satellite activity.

The SPONSOR must submit the full details of the speakers and programme content to EFORT by no later than 28 February 2017 to ensure that the industry satellite activity is correctly listed in the print version of the congress 2017 final programme. This information can only be submitted using the industry satellite standard submission form provided online by EFORT (available from end October 2016 onwards).

The SPONSOR acknowledges and accepts that it will bear the risk that any information not submitted within this deadline or not submitted using the standard submission form will not be included in the print version of the final congress programme or any other congress 2017 materials.

Once submitted, the Congress 2017 Scientific Programme Committee will review the SPONSORS speakers and programme and content and by email either provide (i) confirmation of acceptance or (ii) feedback of any necessary changes in order to secure approval.

#### 4.1.6 Continuing Medical Education/CME Accredited Educational Programmes

In accordance with the EACCME/UEMS guidelines, EFORT does not provide CME/CPD credits for industry sponsored activities. Please refer to the EACCME or ACCME guidelines and the Standards for Commercial Support of Continuing Medical Education (available at [www.accme.org](http://www.accme.org) and [www.eaccme.eu](http://www.eaccme.eu)).

#### 4.1.7 Activities Outside the Congress Venue

SPONSORS are not allowed to host any form of satellite activity outside the Messe Reed Vienna during the Congress 2017 dates. Any SPONSOR found in breach of this provision will be invoiced for the amount that would have been due for the corresponding sponsored item. EFORT reserves the right to enforce any and all of its legal rights against such a SPONSOR.

#### 4.1.8 Cancellation

A SPONSOR may withdraw its application for an industry satellite activity in writing prior to 31 December 2016 and will receive a refund of 70 % of the amount paid within 60 working days. The withdrawal of an application received after 31 December 2016 will not entitle the SPONSOR to any refund. Should the agreed sums have not yet been collected by EFORT then the SPONSOR is still legally obliged to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.



## 4.2 Exhibition

### 4.2.1 Application Steps

- Download the Exhibition *Space Application Form* from the congress section of the EFORT website [www.efort.org/vienna2017](http://www.efort.org/vienna2017).
- Submit the completed, dated and duly signed *Exhibition Application Form* to [alan.cole@efort.org](mailto:alan.cole@efort.org) or [sponsorship@efort.org](mailto:sponsorship@efort.org).

### 4.2.2 Early Bird Benefits

Signed applications received before 07 October 2016 will benefit from:

- ✓ Certainty of receiving one of the three locations chosen as selected in the "*Exhibition Space Application Form*"
- ✓ Confirmation of the allocated exhibition space within fifteen (15) working days (from 08 October 2016) and
- ✓ Option to pay in two instalments: 70 % upon application and 30 % by 01 December 2016

### 4.2.3 Preliminary Confirmation

All applications received after 07 October 2016 will be processed on a first come, first served basis subject to availability. The Sponsor will receive a preliminary confirmation by email stating the allocated exhibition space, type and location.

After receiving the preliminary confirmation, the SPONSOR has ten (10) working days to request an alternative exhibition space location. After the lapse of this time period a modification of the SPONSORS allocated exhibition space will no longer be possible without a penalty.

### 4.2.4 Payment and Final Confirmation

The preliminary confirmation sent to SPONSOR will be accompanied by a corresponding invoice including payment details of the respective amount for the sponsored item. The SPONSORS exhibition space will be deemed fully confirmed once the amount due has been received in full in accordance with these GTC (in particular but not limited to section 4).

### 4.2.5 Cancellation

A SPONSOR may withdraw its application for an exhibition space activity in writing prior to 31 December 2016 and will receive a refund of 70 % of the amount paid within 60 working days. The withdrawal of an application received after 31 December 2016 will not entitle the SPONSOR to any refund. Should the agreed sums have not yet been collected by EFORT then the SPONSOR is still legally obliged to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.

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## 4.3 Educational, Marketing and Promotional Activities (Sponsorship)

### 4.3.1 Application Steps

- Download the Sponsorship Order *Form* from the congress section of the EFORT website [www.efort.org/vienna2017](http://www.efort.org/vienna2017).
- Submit the completed, dated and duly signed form to [alan.cole@efort.org](mailto:alan.cole@efort.org) or [sponsorship@efort.org](mailto:sponsorship@efort.org).

### 4.3.2 Confirmation

All applications will be processed on a first come, first served basis subject to availability.

The SPONSOR will receive confirmation of the acceptance of its educational, marketing or promotional activity by email including any additional supporting information EFORT will then confirm receipt and issue any additional supporting information requested by EFORT for realisation of this activity.

### 4.3.3 Payment

The Confirmation sent to the SPONSOR will be accompanied by a corresponding invoice including payment details for the bank transfer of the respective amount due for the sponsored item.

The SPONSORS educational, marketing or promotional (sponsorship) activity will be deemed finally confirmed once the amount due has been received in full in accordance with these GTC (in particular but not limited to section 4).

### 4.3.4 Cancellation

A SPONSOR may withdraw its application for an educational, marketing or promotional activity in writing prior to 31 December 2016 and will receive a refund of 70 % of its amount paid within 60 working days. The withdrawal of an application received after 31 December 2016 will not entitle the SPONSOR to any refund. Should the agreed sums have not yet been collected by EFORT then the SPONSOR is still legally obliged to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.

## 5. NO EXCLUSIVITY

These GTC and any Sponsorship agreements do not contain any exclusivity rights of any kind whatsoever in favour of the SPONSOR.

## 6. PAYMENT TERMS

The SPONSOR shall pay EFORT the total amount due in one instalment by bank transfer into the bank account specified below (unless a different account is specified in an invoice issued by EFORT) and such bank transfer must cover all fees applied by the sending and receiving bank. Any amount due to effort will be unless otherwise specified in an EFORT invoice due and payable within thirty (30) days from the date of the invoice.

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## Account details:

Bank: UBS SA, Geneva, Switzerland  
Account number: 225-817334.01Y  
SWIFT/BIC: UBSWCHZH80G  
IBAN: CH740022522581733401Y

Unless otherwise agreed in writing by the parties, any amount due excludes all sales, use, value-added, customs, excise and other taxes, duties or governmental assessments.

## 7. USE OF SPONSORED ITEMS AND RIGHT OF INSTRUCTION

In relation to and for the duration of the Congress 2017 and for any preparatory and follow up work relating to the Congress 2017

- The SPONSOR shall present, display or otherwise use its brands, trademark, logos etc. as well as the sponsored items only in such a way as shall be deemed appropriate at the sole discretion of EFORT.
- The SPONSOR shall follow all instructions given by EFORT regarding any activities of the SPONSOR at Messe Reed Vienna.
- EFORT is, at its sole discretion, authorised to present, display, make, sell or otherwise use all sponsored items it deems appropriate.
- The SPONSOR hereby grants EFORT a no-exclusive royalty free license to use its sponsored items as described above and hereby represents and warrants that it has all the necessary legal rights to grant EFORT such a license.

## 8. CONGRESS 2017 CANCELLATION (Force Majeur)

If the Congress 2017 is cancelled for any reasons beyond the reasonable control of EFORT (Force Majeur), EFORT shall, at its sole discretion provide an equivalent sponsorship item for the sponsor at the next available EFORT congress, with no further amount being due from the SPONSOR, whereby equivalence is determined by EFORT at its sole reasonable discretion or (ii) refund eighty percent (80 %) of the amount paid by the SPONSOR, subject to deduction of any amounts that may already have been paid by EFORT to any third parties in relation to the Congress 2017, whereby such amounts already paid by EFORT to third parties shall be distributed among all SPONSORS relative to the total amount paid by each individual SPONSOR.

## 9. LIABILITY AND INDEMNIFICATION

The SPONSOR acknowledges and agrees that the venue and the exhibition booth space will be under the sole control and custody of Messe Reed Vienna, **in accordance with its contractual obligations toward EFORT and its appointed partners as the organisers of the Congress 2017. Therefore EFORT is in particular not** responsible for maintaining the venue, any security measures or for storage and safety of any items left in the venue during the Congress 2017.

Neither EFORT nor any members of any Organising Committees for the Congress 2017 will be liable (barring willful misconduct or gross negligence) for any direct or indirect claims resulting

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from damage, loss or confiscation of sponsored items, exhibition materials or other third party objects or from any form of injury resulting from the set-up, maintenance, operation or clean-up of the exhibition space or any other form of realisation of any sponsored items

The SPONSOR shall be solely liable for any damages resulting from the set-up, maintenance, operation or clean-up of its exhibition space and for any damages resulting from the activities of the SPONSORS employees or auxiliaries during the Congress 2017. The SPONSOR shall contact Messe Reed Vienna directly regarding any particular needs the SPONSOR may have in relation to the venue and sponsored items or any questions the SPONSOR may have in relation to the venue and the sponsored items or any questions the SPONSOR may have in particular but not limited to insurance or security matters.

The SPONSOR hereby confirms that they should at all times during the Congress 2017 comply with all applicable laws, administrative rules and regulations and procure any and all licenses or permits required for the realisation of the sponsorship items. This includes (but is not limited to) compliance with all obligations relating to import and export licences, the contents of all exhibition materials, advertisement and unlawful competition, fire regulations, environmental protection, third party intellectual property rights, etc. Furthermore the SPONSOR shall comply at all times with the general regulations of the users of Messe Reed Vienna which are attached as SCHEDULE A to these GTC (and which are available in the congress section of the EFORT website at [www.efort.org/vienna2017](http://www.efort.org/vienna2017)).

The SPONSOR agrees to indemnify, defend and harmless EFORT for any claims that are brought against EFORT by Messe Reed Vienna or any third party arising out of or relating to the SPONSORS violation of any applicable laws, administrative rules or regulations (including but not limited to and third party intellectual property rights), or any unauthorised use of any sponsored items during or in connection with the Congress 2017.

## 10. APPLICABLE LAW & DISPUTE RESOLUTION

The Sponsorship Agreement shall in all aspects be governed by substantive Swiss law. The United Nations Convention on the International Sale of Goods (CISG) shall not apply). Any and all conflicts, disputes or disagreements arising under, out of or relating to the Sponsorship Agreement and any subsequent amendments to the Sponsorship Agreement, including, without limitation, its formation, scope, validity, binding effect, interpretation, performance, breach or termination, as well as any non-contractual claims or intellectual property claims, which the parties have not been able to settle amicably, shall be resolved exclusively by expedited arbitration in accordance with the World Intellectual Property Organisation Arbitration and Mediation Center (the "WIPO Center")'s Rules for expedited arbitration in effect at the date of such disagreement or dispute. The language to be used in all proceedings shall be English. The place of any arbitration shall be Geneva, Switzerland. All proceedings shall be administered by the WIPO Center.

## 11. MISCELLANEOUS

These GTC and any Sponsorship Agreement may not be assigned, changed or amended by either Party without the duly authorized written consent of the other party. The original language is English. In case these GTC or any Sponsorship Agreement has been translated into any other language, the terms of the Agreement shall be construed in accordance with the original English text. The persons executing the Sponsorship Agreement represent and warrant that they have the legal authority to execute it on behalf of their respective party.

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## SCHEDULE A

Please refer to the Document entitled "**General regulations for the users of the Messe Reed Vienna site**" which can be found on the congress section of the EFORT website.