

SPONSORSHIP & EXHIBITION TERMS AND CONDITIONS CONTRACT



1. GENERAL

1.1 DEFINITIONS – In the following regulations and conditions, the term “sponsor” describes any company or organization that has made a successful application for the IFAC2017 sponsor package. The term “exhibitor” describes any company or organization that has made a successful application for space allocation in the technical exhibitions, or any agent or representative acting on behalf of the exhibitor. The term “RT-organizer” describes any company or organization that has made a successful application for room rental and round table organization, or any agent or representative acting on behalf of the RT-organizer. The term “organizer” relates to the “IFAC2017 ORGANIZING COMMITTEE”.

1.2 ORGANIZERS RIGHT TO AMEND – In its sole discretion the organizer may amend or modify these regulations by posting notice of the amendment(s) or modification(s) on the conference website before the latter shall become effective.

1.3 ANY ASPECT THAT IS NOT COVERED BY THESE REGULATIONS IS SUBJECT TO APPROVAL BY THE ORGANIZER

1.4 EACH COMPANY IS RESPONSIBLE FOR COMMUNICATING THESE REGULATIONS TO ITS STAFF AND ITS APPOINTED AGENCIES.

2. SPONSORSHIP PACKAGES

2.1 APPLICATION FOR SPONSORSHIP PACKAGE – Confirmation of request for reservation of a sponsorship package is only valid when made in writing by the sponsor to the organizer, by returning a completed and signed Sponsorship Package Application Form and Terms and Conditions (published in this brochure). Once the organizer has accepted the signed application for the sponsorship package, it becomes legally binding for the sponsor. Applications for a sponsorship package should be made by June 1st, 2017.

2.2 CONFIRMATION OF SPONSORSHIP PACKAGE – Sponsorship package assignments will be made in the order in which application forms are received (FIRST-COME, FIRST-SERVE). The organizer reserves the right to refuse any application that does not comply with the conditions appearing in these regulations. Upon receipt of the signed application form and acceptance of the company or organization as sponsor, the organizer in writing will confirm the sponsorship package.

2.3 TERMS OF PAYMENT – Upon reservation an invoice for the total due amount shall be sent. Payment is due by 30 days from invoice date.

2.4 CANCELLATION SPONSORSHIP PACKAGES – The sponsor/company cancelling his application for a sponsorship package after the official application has been accepted by the Organizing Secretariat, will be liable to pay the following fees. If the package can not be reallocated to another company:

- 50% of the total rate, if the cancellation is received in writing before June 15, 2017;
- 100% of the total rate, if the cancellation is received in writing after June 15, 2017.

Any refunds will be made after the conference but not later than December 31, 2017. The sponsor will not be entitled to any interest that the organizer may have derived from payments made by the sponsor. All bank charges, including sender's and receiver's charges, resulting from a refund related to cancellation of sponsorship package will be at the charge of the sponsor.

3. EXHIBITION

3.1 APPLICATION FOR EXHIBITION SPACE – Confirmation of request for reservation of exhibition space is only valid when made in writing by the exhibitor to the organizer by returning a completed and signed Sponsorship Package Application Form and Terms and Conditions (published in this brochure). Once the signed application for exhibition space has been accepted by the organizer, it becomes legally binding for the exhibitor.

3.2 CONFIRMATION OF SPACE ALLOCATION – Space assignments will be made in the order in which application forms are received (FIRST-COME, FIRST-SERVE). The organizer reserves the right of refusing any application that does not comply with the conditions appearing in these regulations. Upon receipt of the signed application form and acceptance of the company or organization as exhibitor,

exhibition space will be confirmed by the organizer in writing.

3.3 RENTAL RATES – Rental rates apply to exhibition floor space and do include the rental pack as specified in the Sponsorship, Exhibitions, and Round Tables brochure and web site.

3.4 TERMS OF PAYMENT – Upon reservation an invoice representing the total amount will be sent by the organizer. Payment is due by 30 days from invoice date. If rental charges are not paid by the prescribed time, exhibition space will be released and any loss incurred by the organizer by such non-payment shall be made good by the defaulting exhibitor.

3.5 CANCELLATION OR REDUCTION OF EXHIBITION SPACE – The exhibitor cancelling or reducing his reservation of exhibition space after the official application has been accepted by the organizer, will be liable to pay the following fees. If the space can not be reallocated to another company:

- 50% of the total rental rate, if the cancellation or reduction request is received in writing before June 15, 2017.

- 100% of the total rental rate, if the cancellation or reduction request is received in writing after June 15, 2017.

If the space can be reallocated to another company, the exhibitor will receive a full refund of deposits paid, less administrative fees of 10% of the total rental rate.

Any refunds of deposits paid will be made after the conference but not later than December 31, 2017. The exhibitor will not be entitled to any interest that the organizer may have derived from deposits made by the exhibitor. All bank charges, including sender's and receiver's charges, resulting from a refund related to cancellation or reduction of exhibition space will be at the charge of the exhibitor.

3.6 POSTPONEMENT OR ABANDONMENT – The organizer reserves the right to postpone the conference including the technical exhibition or to transfer it to another site if unforeseen circumstances warrant such action. Should any contingency prevent the holding of the exhibition, the organizer will not be held liable for expenses incurred other than the cost of rental of exhibition space.

3.7 BANKRUPTCY OR LIQUIDATION – In case the exhibitor becomes bankrupt or enters into liquidation other than for the purpose of reconstruction or merger, or has a receiver appointed, the organizer shall be at liberty to terminate immediately the contract with the exhibitor, to cancel the allocation of exhibition space to the exhibitor and to forfeit all sums paid by the exhibitor.

3.8 SECURITY AND INSURANCE – Neither the organizer nor its contractors shall be responsible for the safety of any exhibit or other property of the exhibitor or of any person. Neither the organizer nor its contractors shall be responsible for the loss, damage or destruction by any cause of the exhibits or other property or for loss, damage or injury sustained by any exhibits or any other persons. The exhibitor shall indemnify the organizer or its contractors to third persons, as a result of any act or omission of the exhibitor, his staff, agent or personal hired on a temporary basis to staff the exhibition stand. As the organizer and its contractors will accept no responsibility for any of the foregoing matters, the exhibitor should effect his own insurance against any risk of loss, damage, injury or liability. The exhibitor agrees not to pursue the organizer for any previously listed risks.

3.9 ADVERTISING – All printed matter or advertisements of any kind, including information on display or intended for distribution in the exhibition area or on the premises of the conference centre is strictly limited to the exhibitor's stand or the space hired by the exhibitor. Failure to observe this procedure, in particular regarding distribution of promotional documents in the vicinity of entrances or exits or without the written permission of the organizer, shall render the exhibitor liable to an advertising fee of up to 25% of the total exhibition space cost.

3.10 DISPOSAL OF WASTE – It is the responsibility of the exhibitor to ensure that all debris and waste material including boxes for packaging arising from his stand construction and stand dismantling are completely removed from the exhibition area prior to the opening of the exhibition and at the end of the conference. Failure to comply with this procedure shall render the exhibitor liable for the cost of clearance by the organizer or its contractor.

3.11 SPECIAL HAZARDS – Any exhibit that may be regarded as constituting a special risk or hazard must be notified to the organizer as soon as possible and not later than April 1st, 2017. The exhibitor must at his own expense comply with any conditions or safety precautions the organizer, venue licensor or local authorities may impose.

3.12 HEALTH AND SAFETY AT WORK – It is the responsibility of the exhibitor to ensure that his employees, exhibition staff and temporary staff comply with the latest legislation regarding health and safety at work. The organizer bears no responsibility for non-compliance to this rule by the exhibitor.

3.13 DISMANTLING – The exhibitor must vacate his exhibition space within the time specified by the organizer for exhibition dismantling. The exhibitor failing to do so will be liable for additional rental costs of up to 25% of the total exhibition space cost.

3.14 NATIONAL AND INTERNATIONAL REGULATIONS – The exhibitor must comply to all national and international rules and regulations related to advertising and promotion of all products and services as part of the booth. The organizer bears no responsibility for non-compliance of this rule by the exhibitor.

3.15 PHOTOGRAPHS – Photographing, sketching or otherwise reproducing articles exhibited, without the authorization of the exhibitor, is prohibited. However, organizers cannot accept any liability in this matter. It is up to individual exhibitors to enforce the ban on their own stands. Nevertheless, exhibitors cannot object to general views of the exhibition being photographed with the permission of the organizers, nor to the sale or publication of such views.

4 ROUND TABLE ORGANIZATION

4.1 APPLICATION FOR ROOM – Confirmation of request for reservation of round table room is only valid when made in writing by the RT-organizer to the organizer by returning a completed and signed Round Table Application Form and Terms and Conditions (published in this brochure). Once the organizer has accepted the signed application for round table room, it becomes legally binding for the RT-organizer.

4.2 CONFIRMATION OF ROOM ALLOCATION – Room assignments will be made in the order in which application forms are received (FIRST-COME, FIRST-SERVE). The organizer reserves the right of refusing any application that does not comply with the conditions appearing in these regulations. Upon receipt of the signed application form and acceptance of the company or organization as RT-organizer, round table room will be confirmed by the organizer in writing.

4.3 RENTAL RATES – Rental rates apply to room of capacity 200 and do include audio and video equipment as specified in the Sponsorship, Exhibitions, and Round Tables brochure and web site.

4.4 TERMS OF PAYMENT – Upon reservation an invoice representing the total amount will be sent by the organizer. Payment is due by 30 days from invoice date. If rental charges are not paid by the prescribed time, room will be released and any loss incurred by the organizer by such non-payment shall be made good by the defaulting RT-organizer.

4.5 CANCELLATION OF ROOM – The RT-organizer cancelling his reservation of round table room after the official application has been accepted by the organizer, will be liable to pay the following fees. If the room can not be reallocated to another company:

- 50% of the total rental rate, if the cancellation request is received in writing before June 15, 2017.
- 100% of the total rental rate, if the cancellation request is received in writing after June 15, 2017.

If the room can be reallocated to another company, the RT-organizer will receive a full refund of deposits paid, less administrative fees of 10% of the total rental rate.

Any refunds of deposits paid will be made after the conference but not later than December 31, 2017. The RT-organizer will not be entitled to any interest that the organizer may have derived from deposits made by the RT-organizer. All bank charges, including sender's and receiver's charges, resulting from a refund related to cancellation of round table room will be at the charge of the RT-organizer.

4.6 POSTPONEMENT OR ABANDONMENT – The organizer reserves the right to postpone the conference including the round table or to transfer it to another site if unforeseen circumstances warrant such action. Should any contingency prevent the holding of the exhibition, the organizer will not be held liable for expenses incurred other than the cost of rental of round table room.

4.7 BANKRUPTCY OR LIQUIDATION – In case the RT-organizer becomes bankrupt or enters into liquidation other than for the purpose of reconstruction or merger, or has a receiver appointed, the organizer shall be at liberty to terminate immediately the contract with the exhibitor, to cancel the allocation of round table room to the RT-organizer and to forfeit all sums paid by the RT-organizer.

4.8 SECURITY AND INSURANCE – Neither the organizer nor its contractors shall be responsible for the safety of any property of the RT-organizer or of any person. Neither the organizer nor its contractors shall be responsible for the loss, damage or destruction by any cause of property or for loss, damage or injury sustained by any persons. The RT-organizer shall indemnify the organizer or its contractors to third persons, as a result of any act or omission of the RT-organizer, his staff, agent or personal hired on a temporary basis to staff the round table room. As the organizer and its contractors will accept no responsibility for any of the foregoing matters, the RT-organizer should effect his own insurance against any risk of loss, damage, injury or liability. The RT-organizer agrees not to pursue the organizer for any previously listed risks.

4.9 ADVERTISING – All printed matter or advertisements of any kind, including information on display or intended for distribution in the round table room or on the premises of the conference center is strictly limited to the round table room hired by the exhibitor. Failure to observe this procedure, in particular regarding distribution of promotional documents in the vicinity of entrances or exits or without the written permission of the organizer, shall render the RT-organizer liable to an advertising fee of up to 25% of the total round table room cost.

4.10 DISPOSAL OF WASTE – It is the responsibility of the RT-organizer to ensure that all debris and waste material are completely removed from the round table room at the end of the round table. Failure to comply with this procedure shall render the RT-organizer liable for the cost of clearance by the organizer or its contractor.

4.11 SPECIAL HAZARDS – Any exhibit or demonstration that may be regarded as constituting a special risk or hazard must be notified to the organizer as soon as possible and not later than April 1st, 2017. The RT-organizer must at his own expense comply with any conditions or safety precautions the organizer, venue licensor or local authorities may impose.

4.12 HEALTH AND SAFETY AT WORK – It is the responsibility of the RT-organizer to ensure that his employees, staff and temporary staff comply with the latest legislation regarding health and safety at work. The organizer bears no responsibility for non-compliance to this rule by the RT-organizer.

4.13 DISMANTLING – The RT-organizer must vacate the round table room within the time specified by the organizer. The RT-organizer failing to do so will be liable for additional rental costs of up to 25% of the total round table room cost.

4.14 NATIONAL AND INTERNATIONAL REGULATIONS – The RT-organizer must comply to all national and international rules and regulations related to advertising and promotion of all products and services as part of the round table. The organizer bears no responsibility for non-compliance of this rule by the RT-organizer.

4.15 PHOTOGRAPHS – Photographing, sketching or otherwise reproducing articles exhibited, without the authorization of the RT-organizer, is prohibited. However, organizers cannot accept any liability in this matter. It is up to individual RT-organizer to enforce the ban on the round table room. Nevertheless, RT-organizers cannot object to general views of the conference spaces being photographed with the permission of the organizers, nor to the sale or publication of such views.

5 APPLICABLE LAW

The present Agreement shall be governed by and construed in accordance with the French Law.

6 JURISDICTION

Any litigation under this agreement shall be resolved in the trial courts of Toulouse, France.

7 FORCE MAJEURE

The IFAC2017 Organizing Committee shall not be liable for failure to perform its obligations under the Agreement as a result of strikes riots, terrorist acts or any other cause beyond its control.

The IFAC2017 Organizing Committee shall have the right to suspend performance of his contractual obligations when such performance becomes impossible because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war, civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of components or raw materials.

8 CONSENT FOR PROCESS AND/OR RELEASE OF INFORMATION

Either party authorizes the other to process his personal details into data system. Either party authorizes the other to release information or records about the other party to another person or organization, if it is necessary for the execution of the contract. Either party knows the right to cancel, modify or revoke this authorization at any time.

Sponsor's and/or exhibitor and/or RT-organizers signature below signifies that Sponsor and/or exhibitor and/or RT-organizers has read, understands, and agrees to be bound by all the terms and conditions of this form (including the TERMS AND CONDITIONS, which constitute part of this Agreement). Sponsor and/or exhibitor and/or RT-organizers has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this form (including TERMS AND CONDITIONS).

Signature

Date

Also by signing below, Sponsor and/or exhibitor and/or RT-organizers specifically approves in writing, conditions n. 1.2 (organizers right to amend), 2.2 (Confirmation of sponsorship package), 2.3 (Terms of payment), 2.4 (Cancellation sponsorship packages), 3.2 (Confirmation of space allocation), 3.4 (Terms of payment), 3.5 (cancellation or reduction of exhibition space), 3.6 (postponement or abandonment), 3.7 (bankruptcy or liquidation), 3.8 (security and insurance), 3.11 (Special Hazards), 3.12 (Health and safety at work), 3.14 (national and international regulation), 4.2 (cancellation of sponsorship times), 5.2 (cancellation of advertising space), 6 (applicable law), 7 (jurisdiction), 8 (force majeure).

Signature

Date

The signed Terms and Conditions Contract should be send along with the Sponsorship and Exhibition Application Form by post, fax or email to:

IFAC 2017 Secretariat – LAAS-CNRS
7 av. du colonel Roche BP54200
F-31031 Toulouse CEDEX 4 FRANCE
Fax: +33 5 61 33 63 09
email: sponsorship@ifac2017.org