

## **EAN Congress Terms and Conditions and Rules and Regulations for industry and exchange agreement partner**

as of 28.06.2023 (Annex 1)

### **Terms and Conditions**

#### **Scope of Application**

These Terms and Conditions stipulate the regulations for services rendered by European Academy of Neurology, an association according to Austrian Law, with its registered office in 1070 Vienna, Breite Gasse 4/7, ZVR 120490024 (hereinafter referred to as “EAN”) in connection with scientific events, both onsite and online, including but not limited to congresses, symposia, seminars, exhibitions, and educational programmes.

Any contractual or legal declarations of contract partners of EAN or of a third party deviating from these Terms and Conditions shall not be part of the contract entered into with EAN, notwithstanding the consumption of the services offered and the payment of fees, therefore.

#### **Binding Orders**

The form(s) “Order Form” is included in the sponsorship and exhibition invitation which is mailed to the prospective industry partner. To order products/services (hereafter referred to as “Sponsorship items”) from EAN, the “Order Form” must be filled in, signed by duly authorized representatives of the industry partner in due number and submitted to EAN in due time. Orders are always binding for the industry partner for a minimum period of four weeks after the industry allocation meeting and thereafter until revocation by the industry partner prior to acceptance by EAN.

Sponsorship items offered by EAN or described in the sponsorship and exhibition invitation mailed to the prospective industry partner are always subject to availability. Submitting the order form does not yet constitute a contract about the sponsorship items ordered by the industry partner. Any order can be refused by EAN without giving cause. The contract is concluded with EAN’s acceptance of industry partner’s order. EAN shall be entitled to accept only parts of the Sponsorship items ordered. EAN shall not become subject to any obligations prior to EAN’s acceptance of industry partner’s order.

#### **Terms of payment**

1. Payments shall become due upon receipt of invoice. EAN may grant payment in instalments stated on the invoice.
2. All related charges, interest and fees shall be borne by the industry partner. If the payment will be done by credit card, 3.5% of the full amount will be charged as handling fee.
3. All payments must be received by the stated deadlines and in all cases before the start date of the event. In the event EAN offers payment in instalments and payment dates are not met, the entire remaining unpaid amount of the invoice shall become due within seven days without EAN being obliged to give further notice. In the event full payment has not been effectuated, EAN shall be entitled to deny services and access to the event.
4. In case payment is not received 4 weeks before the event, a penalty fee of 10% of the open invoice amount will be charged.

5. All published prices are in Euro (€) and are subject to applicable VAT.

6. Payments is to be remitted to:

Name of account holder: ..... European Academy of Neurology

Street address of account holder: ..... Breite Gasse 4/7

City, postal code, and country: ..... Vienna, 1070, Austria

IBAN code: ..... AT83 5400 0002 1400 7650

Swift Code: ..... OBLAAT2L

Bank Name: ..... Oberoesterreichische Landesbank Aktiengesellschaft

EAN's VAT Number: ..... ATU64517909

### **Cancellation by industry partner**

Cancellation must be submitted in writing. When sponsorship items confirmed by EAN are cancelled by the industry partner, a cancellation fee of 100% of the total sponsorship amount is due. For avoidance of doubt, EAN is not required to mitigate losses and/or costs in such circumstances and the cancellation fee shall remain payable even if EAN is able to resell the product/service.

### **Force majeure**

If an event must be cancelled or changed due to reasons that are not within EAN's responsibility or influence, in particular due to reasons of force majeure, including but not limited to war, strikes, acts of terrorism, natural disasters, black outs, cyberattacks, epidemics, pandemics and government measures, EAN shall not be liable for any compensation and EAN shall not be subject to any obligations to refunds other than those stipulated in the Special and General Terms of Cancellation.

In order to mitigate risks of cancellation, EAN is entitled to offer events in hybrid form. An event offered in hybrid form is an event both organised onsite and virtual in parallel. If the onsite event must be cancelled or significantly reduced, in particular but not limited to the number of participants allowed, because of reasons of force majeure, EAN shall be entitled, only to stage the virtual event whereby EAN shall also be entitled to reasonably postpone the virtual event in the event the time to prepare the content should not be sufficient according to the assessment of EAN. In case of cancellation of the onsite event, the mutual rights and obligations remain applicable unchanged, and the industry partner shall not be entitled to any refunds unless stipulated otherwise in the Special Terms of Cancellation.

### **Special Terms of Cancellation:**

The Sponsorship items offered by EAN in connection with events are classified from Class A to Class F. The classification of the respective Sponsorship item is shown in the sponsorship and exhibition invitation. The information "onsite", "hybrid" and "virtual" next to the sponsorship items in the sponsorship and exhibition invitation are only valid for a hybrid congress (i.e., taking place with participants onsite and online). In case of cancellation of the onsite event, EAN shall be entitled to change the sponsorship items to be rendered to the industry partner as follows:

**Class A:** Onsite sponsorship item. In case of cancellation of the onsite event, EAN shall be entitled to transfer 70% of the value of this item into virtual sponsorship items (Class B) or sponsorship items available onsite and/or virtual (Class C). 30% will be refunded.

**Class B:** Virtual sponsorship items. In case of cancellation of the onsite congress, these items will be distributed new according to sponsorship level. No refund is possible.

**Class C:** Sponsorship item available onsite and/or virtual. In case of cancellation of the onsite congress, this item will remain for the virtual congress. No refund is possible.

**Class D:** Sponsorship item is only available onsite. In case of cancellation of the onsite congress costs will be 100% refunded.

**Class E:** Virtual upgrades to onsite sponsorship items. In case of cancellation of the onsite congress costs will be 100% refunded.

**Class F:** Sponsorship items/grants which are independent of how the congress will be organised. No refund possible.

### Classification

Industrial Exhibition	Class A
Product Theatre	Class C
Screen Banner – Badge Print Station	Class D
Virtual Exhibition - Industry Profile	Class B
Industry Sessions	Class C
Presence on Virtual Congress Platform	Class E
Corporate Session Branding	Class D
Session Evaluation	Class C
Voting	Class C
MyEAN Programme	Class C
Flyer Distribution	Class D
Webinar on the Topic "Highlights of the EAN Congress"	Class C
Topical Symposium	Class F
Educational Webinar on the Topic "Highlights of the EAN Congress"	Class F
Bursaries 2023	Class F
Advertisement in the Pocket Programme	Class C
Advertisement in the Industry Pocket Programme	Class C
Sticker Album "10 Years EAN"	Class C
Abstract Book	Class C
Advertisement Product Theatre	Class C
Banner on EAN Congress Website and Link	Class C
Congress Review eBook	Class C
Floorplan Screens Promotion	Class D
Industry Information Wall Advert	Class C
Virtual Congress Platform Advertising Options	Class B
Banner in the Final Information Mailing	Class C
Pre-Congress E-mail Blast to Registered Participants	Class C
Post-Congress E-mail Blast to Registered Participants	Class C
App Push Notifications	Class C
Social Media Channels	Class C
EANpages - Advertorial and Image Banner	Class F
Congress App	Class C

Congress Bag Tag	Class C
ePoster Area	Class C
Exhibition Aisle Sign	Class D
General Signage	Class D
Industry Welcome Desk	Class D
Members' Lounge Promotion	Class D
Mobile Charging Stations	Class D
Notebooks & Pens	Class C
Speakers' Service Center	Class C
Take a Seat	Class D
Water fountain	Class D
Branding opportunities onsite	Class A
Supporter of Hands-on Courses	Class D
Scientific Business Suite	Class A
Meeting Rooms	Class D
Congress Hub	Class F
Congress Masterclasses	Class F
Fellowship Grant	Class F

### **Damages and Security**

1. EAN shall not be liable for damages of third parties caused by industry partners, industry partner's staff and by the people working under the industry partner's control and for damages of the industry partner, industry partner's staff or of people working under the industry partner's control caused by third parties.
2. The exhibition area will not be guarded during opening hours and between opening hours. The conference rooms and exhibition areas will merely be locked at night. It is the sole responsibility of the industry partner to provide for the safety of the industry partner's exhibits.

### **Insurance**

The industry partner shall arrange for sufficient insurance coverage for the risks in connection with the event, including but not limited to property, accident, and liability insurance.

### **Liability and Compliance**

It is the industry partners' responsibility to comply with the national and international regulations that pertain to its particular industry and with the technical and safety regulations required by the operator of the congress venue.

The industry partner shall furthermore adhere to the Codes of Conduct of the following organisations and to ensure that a compliance officer has approved the specific sponsorship items prior to the submission of the order form.

- EFPIA (European Federation of Pharmaceuticals Industries & Associations) <https://www.efpia.eu/>
- IFPMA (International Federation of Pharmaceutical Manufacturers & Associations) [www.ifpma.org](http://www.ifpma.org)
- MedTech Europe (MedTech Europe is the European trade association representing the medical technology industries, from diagnosis to cure) [www.medtecheurope.org](http://www.medtecheurope.org)

EAN shall be under no obligation to monitor industry partners' compliance with these regulations.

With the exception of personal injury, EAN's liability shall be limited to damages caused intentionally or through gross negligence. EAN shall not be liable for pure financial losses including but not limited to loss of profit and frustrated expenses.

#### **EAN Privacy and Data Security Policy**

EAN will not use any data provided for purposes other than the purposes necessary for the performance of the contract for sponsoring. For EAN to fulfil the contract for sponsoring it may be necessary to transfer industry partner's data to third parties (e.g., service providers). EAN's Privacy and Data Security Policy apply (<https://www.ean.org/privacy-policy>).

#### **Rules and Regulations**

Industry partner shall adhere to the Rules and Regulations. EAN shall be entitled to reasonably adapt the Rules and Regulations to the requirements of the respective event. EAN shall announce such adaptation of the Rules and Regulations in due time prior to the respective event.

#### **Miscellaneous**

Any changes and amendments of the contract shall only be valid and binding when made in writing and signed by both parties.

To ensure EAN delivers a successful congress, industry partners shall adhere to deadlines given out by EAN and EAN will not be able to deviate from these deadlines.

#### **Applicable Law and Place of venue**

The contract shall be subject to Austrian Law without giving effects to its laws on conflicts. Vienna shall be the place of venue; EAN, however, shall be entitled to file any claim against the industry partner with the courts having jurisdiction over the registered office or any branch of the industry partner.

## Rules and Regulations

### **NEW: Industry Allocation Process (Booking Procedure)**

The allocation system has been revised for the 2024 Congress to ensure that companies are prioritized according to the level of their commitment over the last 4 years and the upcoming year. The Process is aimed at creating a fair and transparent allocation procedure for EAN Congress industry partners.

The allocation of sponsorship items especially exhibition space and slots for industry sessions will be at the industry allocation meeting in autumn before the respective congress. Order forms and/or sponsorship requests submitted after this meeting or of companies not participating at the meeting will be allocated on a first come, first-served basis after the meeting.

### **Booking procedure**

- All companies, who wish to participate in the allocation process must return the signed order forms by the given deadline. Order forms need to be signed by an authorised company representative. Only signed order forms will be taken into consideration.
- The ranking will be calculated based on the average of the congress related investments of the past 4 EAN Congresses plus the full spending amount of the upcoming congress, submitted via the order form. All sponsorship and exhibition items, including exhibition space, industry profiles, industry sessions, advertisements, sponsorship items, scientific business suite space and grants in relation to the congress count towards the ranking.
- The industry partner with the highest amount according to the ranking is allowed to choose first.
- EAN will analyse the orders and will contact companies whose first choice(s) cannot be accommodated because a higher ranked industry partner might have chosen the same. Final selection will be at the industry allocation meeting.
- EAN will prepare the ranking of the participating companies, the exhibition floor plan, and the industry session schedules to be presented at the meeting.
- At the meeting, representatives of the companies (one company after the other according to the ranking) will be invited to make their final selection and sign on the respective overview. Please understand that on-site participation by at least one authorised industry representative is necessary to take part in the allocation process.
- Following the industry allocation meeting, all companies will receive an order confirmation and the final sponsorship contract reflecting the final booked items as agreed at the allocation meeting.

### **Industry sessions**

Industry sessions (such as Satellite Symposium, Satellite Sessions, Early Bird Satellite Session, and Forum Talks) are scientific sessions sponsored by the industry, which may be attended by registered congress participants without any extra charges. Time slots for these are available depending on the format on all congress days. EAN does not allow sessions on the same topic/disease in parallel.

### Speakers and Chairs

1. Speakers can only participate twice in the industry sessions programme, but only once as chairperson.
2. Members of the EAN Board, the local organising committee, the teaching course sub-committee and the programme committee must not chair or speak at an industry session.  
(<https://www.ean.org/home/organisation/committees-and-working-groups>)
3. The lectures presented during an industry session underlie the full responsibility of the speakers. Speakers will have to include a Conflict-of-Interest statement on the first slide of their presentations.
4. Industry Session organisers are asked to pay attention to diversity, such as gender and geographical spread in the choice of their speakers/chairs.
5. Approved speakers and co-chairs are not considered as EAN “Invited Speakers” and must be invited by the industry session organizer. Registration fees for speakers are included according to the product descriptions.
6. It is the responsibility of the industry session organizer to ensure there is no timing conflict for speakers and co-chairs with ePoster sessions and ePresentations. EAN cannot be held responsible for any scheduling conflict.

### Industry Session Programme

1. Industry sessions are part of the official scientific programme but organised by a sponsoring company.
2. The organisers must submit the preliminary programme (**including title, speakers, and lectures**) until the given deadline for submission of preliminary programmes of industry sessions to the Programme Committee for quality approval of the scientific content. In order to avoid duplication of content and speakers within the main congress programme (symposia, educational sessions, focused workshops), companies are asked to carefully review the congress programme on the website. The Programme Committee approval or suggestions for changes will be communicated to the industry sessions’ organisers. These recommendations must be taken into consideration.
3. Approved industry sessions will be mentioned as such in the programme and the virtual congress platform. Changes in the topic/disease are unacceptable after booking. Changes in the final programme must be submitted no later than to the submission deadline of final programmes of industry sessions.
4. Industry session programmes must not include any product names or product information. No commercial names may appear in the titles of the industry sessions or in the titles of the individual presentations and lectures. The session or lecture titles may contain a generic name. The programme proposal will not be accepted if it is judged to be promotional rather than educational or scientific. No abbreviations are to be used in the session or lecture titles.

### Publications / Promotion

1. All publications and printed material issued in association with the industry sessions (also post-congress publications; in print and electronic) must be submitted to the Programme Committee for approval and must mention: “Satellite Symposium, Satellite Sessions, Early Bird Satellite Session or Forum Talk at the n<sup>th</sup> Congress of the European Academy of Neurology”. The industry partners are responsible for involving their speakers and co-chairs in development of such printed materials and must have their approval prior to printing and distribution. Promotional material can be distributed at the industry partner’s exhibition booth throughout the congress and at the entrance of the industry session hall 15 minutes before the start. Beyond that, no distribution of material is allowed in and around the congress centre.
2. Material related to industry sessions **must not** contain any product information.
3. The congress logo may be used on invitations.

4. Abstracts are not published in the official abstract supplement. Organisers are however free to publish their own industry session supplements. Industry session organisers may publish their abstracts as a supplement to the *European Journal of Neurology*: please contact Silvana Losito: [slosito@wiley.com](mailto:slosito@wiley.com).

### **Technical Equipment of session rooms**

Technical equipment of session rooms must be used, and additional services and equipment must be ordered through EAN suppliers at own expenses. No other AV companies are allowed without prior notice of EAN. Additional costs occurring for EAN suppliers due to use of other companies must be covered by the industry partner. **EAN strongly recommends using the presentation management system of EAN.** EAN and its suppliers cannot be held responsible for any technical conflicts if a third-party AV company, contracted by the industry session organizer, is involved.

### **Industry sessions Miscellaneous**

1. EAN does not guarantee that suitable space will be available to organise catering before or after industry sessions. When suitable space is available, industry session organisers may give out lunch boxes before or after their industry sessions at own expenses. No other activities are allowed.
2. 15 minutes' time for set-up and clean-up will be allocated to every industry session organiser (except forum talks). Any extra cleaning cost arising from catering ordered by the industry session organiser is the responsibility of the organiser.

### **Sponsored Webinar on the topic “Highlights of the EAN Congress”**

1. The industry partner submits a detailed preliminary programme 10 weeks prior to the webinar to the EAN Programme Committee for approval. This must include title, speakers, lecture titles and description of lectures, EAN sessions that are considered, objectives, target group, etc. The final decision on speakers and programme lies with the Programme Committee.
2. Industry webinars programmes follow the same rules and regulations as industry session programmes where applicable.
3. For quality measurements, EAN must receive 2 access possibilities to the industry webinars as well as access to any recordings.

### **Exhibition and Sponsorship**

#### **Booth Activity and Promotional Regulations**

1. The main activity of any exhibition booth should be the presentation of the exhibiting company and/or its products or services.
2. Companies may organise booth activities in line with the information they have to communicate. Booth activities should be focused on the product and scientific information. Companies should ensure that the perception of the activity is above all the transfer of knowledge.
3. All booth activities are subject to review by the Programme Committee. The Programme Committee does not accept activities that feature non-scientific gimmicks. Approval requests have to be sent in writing to the EAN at least 2 months before the congress.
4. Promotional activities within the exhibition surface are allowed, if they do not interfere with the running of the conference (i.e., must not be in parallel to the scientific morning and afternoon sessions) nor disturb your



fellow exhibitors. Any activities such as “meet the experts” or other presentations must be approved by the EAN.

5. The projection of films and slides, the production of music and/or sound as well as the use of lighting, computer monitors, and television screens is acceptable within the booth space as long as no disturbance is caused. Talks and presentations are only allowed with headphones, and audience must be seated. Sound and lighting effects must be contained within each booth area.
6. If EAN judges that a disturbance is being caused, the exhibitor is to halt the activity immediately. If this is not done, EAN reserves the right to make the necessary arrangements at the expense of the exhibitor.
7. These rules are effective for the industry area within the EAN Virtual Congress, and all events related to the congress included in the sponsorship and exhibition invitation.

### **Meeting rooms**

1. Rooms may be hired for staff briefings, for meetings with associated professionals, such as speakers/ investigators, and for small, closed meetings.
2. Companies may offer light refreshments to those attending such meetings.
3. Activities such as ‘Meet the Professor’ or ‘Meet the expert’-type events, scientific presentations, educational events, or any similar activity that would detract from the EAN scientific programme or compete with other approved sponsored activities, are expressly forbidden in these rooms.
4. Please note that commercial and/or product presentations are not allowed.
5. The meetings must be invitation-only, with a maximum of 20 attendees depending on room size.
6. The meetings must not be promoted in any form prior to or during the Congress.
7. One rollup with logo and meeting room number in front of the room is allowed.

### **Scientific Business Suites**

Scientific Business Suites are closed rooms and may not be used to exhibit or promote company’s products or to organize activities, such as media briefings, press conferences, Satellite Symposia, or other sessions.

### **Appointed agency**

1. Industry partners must inform EAN, in writing, which agency is appointed for which industry session, the exhibition and/or sponsorship items (e.g., branding). Requests from unknown agencies will not be considered.
2. It is not the role of any agency to make initial enquiries or reservations with EAN independently of the industry partner.
3. The named agency cannot fully act as if it were the company itself and the company will continue to be held entirely responsible and accountable for activities organised in its name by its agency.
4. It is obligatory for every appointed agency to read the rules and regulations and all other documents posted on the available industry download center.
5. The industry partner is responsible for communicating these guidelines to staff and appointed agencies.

### **General Congress Miscellaneous**

1. The official language of the EAN Congress is English.
2. All flyers, items for distribution, promotional materials, and presentations at booths as well as information on stand displays and for industry sessions must be in English. Documents uploaded to the company profiles within the virtual congress platform may also be in other languages than English.

3. Industry partners are fully and solely responsible for information they display, presentations they hold and items they distribute to participants.
4. Distribution or display of materials by an industry partner or its agency is limited to the company's exhibition space throughout the congress and the entrance of the industry session hall 15 minutes before the start. Beyond that, no distribution of material is allowed in and around the congress centre.
5. Professional filming and photographing are not permitted in congress sessions and in the exhibition without EAN's prior permission. An official congress photographer is onsite. Please note that pictures of the exhibition are taken only for documentation and will not be used for marketing activities.

### **Industry Networking Events**

Industry partners are prohibited to stage their own events – neither inside nor outside the congress venue – parallel to the EAN scientific and networking programme without prior approval.

### **House rules – congress venue**

1. The rules of the congress venue do apply and are binding to all industry partners. Whoever does not follow these regulations will be excluded from the exhibition/sponsorship activity after a first warning. Copies of these regulations are provided by EAN.
2. Material safety and fire certificates of all stand materials must be available for controls during build-up.
3. Representatives of the public authorities as well as technical staff from the congress venue must be allowed access to your booths, meeting rooms, scientific business suites and other onsite facilities at all times.

### **Amendments to the Rules and Regulations:**

Any matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of EAN.