



## Virtual EFORT Congress (VEC<sup>Hybrid</sup>) 2021

### VEC GENERAL TERMS AND CONDITIONS FOR APPLICATION, PAYMENT AND CANCELLATION OF SPONSORSHIP AGREEMENTS ("GTC")

The European Federation of National Associations of Orthopaedics and Traumatology ("EFORT") is the organiser of the 2<sup>nd</sup> Virtual EFORT Congress (VEC<sup>Hybrid</sup>) - an educational and scientific experience. This 2nd edition of the VEC<sup>Hybrid</sup> will take place virtually online from 30 June **2021 to 02 July 2021** ("VEC Hybrid 2021").

During the VEC Hybrid 2021, the sponsor (the "SPONSOR") has agreed to sponsor (i) a virtual industry satellite activity, (ii) a virtual exhibition space or (iii) a virtual educational, marketing or promotional service.

#### 1. SCOPE

The present General Terms and Conditions ("GTC") govern the relationship between EFORT and the SPONSOR, in particular application, payment and cancellation of the sponsorship (each individually a "party" and collectively the "parties") in connection with the VEC Hybrid 2021.

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

The sponsorship agreement between EFORT and the SPONSOR (the "VEC Sponsorship Agreement") consists of:

- (i) the duly signed relevant VEC Hybrid 2021 Order Form (as defined below),
- (ii) these GTC, and
- (iii) the EFORT VEC Hybrid 2021 Sponsorship packages as defined online at <https://vec.efort.org/partnership> (hereinafter "EFORT VEC Hybrid 2021 Sponsorship packages").
- (iv) Includes any items detailed within the EFORT EDUCATIONAL PARTNERSHIP PROGRAMME (EPPP)

In case of any contradiction or discrepancy (i) the Application Form prevails over these GTC and the EFORT VEC Hybrid 2021 Sponsorship Packages documentation; and (ii) these GTC shall prevail over the EFORT VEC Hybrid 2021 Sponsorship Packages documentation.

#### 3. TYPES OF SPONSORING

The SPONSOR may, subject to the terms and conditions described herein, choose one or more types of sponsorship package for the VEC Hybrid 2021 (each individually a "sponsored item" or collectively the "sponsored items"):

- ✓ Hosting of a virtual industry educational satellite activity (see article 3.1. below),
- ✓ Managing a virtual "Showcase" company profile and listing for the duration of the VEC Hybrid 2021 and where access and visibility will remain long-term (see article 3.2. below), and/or
- ✓ Sponsoring of a specific virtual educational, marketing or promotional activity (see article 3.3. below)

The SPONSOR shall choose among the Sponsored packages or items the respective *VEC Hybrid 2021 Order Form* and/or collectively the "Order Forms".



### 3.1 Virtual Industry Educational "Satellite" Activities

The SPONSOR may host a *virtual industry educational satellite activity* only if it also concludes a Sponsorship package for the VEC Hybrid 2021.

#### 3.1.1 Application

- Download the Industry *VEC Hybrid 2021 order form* detailing "Educational Satellite Activities" from the sponsor and partners section of the VEC Hybrid 2021 website at <https://vec.efort.org/>
- Submit the completed, dated and duly signed "VEC Hybrid 2021 Order Form" to [alan.cole@efort.org](mailto:alan.cole@efort.org) or [sponsorship@efort.org](mailto:sponsorship@efort.org).

All applications received will be processed on a first come, first served basis subject to availability. Applications must be submitted on or before **07 June 2021**.

After this deadline, applications may still be accepted by EFORT, but in case of cancellation of such late application, the SPONSOR will be required to pay the full invoiced amount (see below Article 3.1.5).

#### 3.1.2 Final confirmation

Upon review of its application, the SPONSOR will receive from EFORT a final confirmation of acceptance, together with the related invoice and payment deadline (see Article 5 below). Upon receipt of this final confirmation, modification by the SPONSOR of its application will no longer be possible, and the respective fees become due.

Cancellation will only be possible following the conditions of Article 3.1.5 below.

In case full payment of the invoice by the SPONSOR has not taken place within the given deadline (see Article 5 below), and in any event prior to the starting date of the VEC Hybrid 2021 (i.e. 30 June 2021), the account of the SPONSOR may be suspended, preventing therefore the SPONSOR from participating to the VEC Hybrid 2021.

#### 3.1.3 Submission and Acceptance of the SPONSOR Industry Educational 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 07 June 2021**, provide EFORT with the session title and full details of its industry educational satellite activity.

The SPONSOR must submit the full details of the speakers and programme content to EFORT by **no later than 07 June 2021** to ensure that the activity is correctly listed in any official EFORT communications.

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, may not be included in official communications about the final congress programme or any other VEC Hybrid 2021 materials.

Once submitted, the VEC Hybrid 2021 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.

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



In accordance with the EACCME/UEMS guidelines, EFORT does not provide CME/CPD credits for industry educational 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)).

### 3.1.5 Cancellation

Cancellation after the final confirmation: After the final confirmation, a SPONSOR may withdraw its application, in writing, but 50% of the total amount remains due by the SPONSOR. In case the total payment would have already be done, EFORT will refund 50% of the total amount within 60 working days.

Cancellation of application received after 07 June 2021: The withdrawal of an application received after 07 June 2021 will **not** entitle the SPONSOR to any refund. Should the agreed total amount have not yet been collected by EFORT, the SPONSOR will remain bound to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.

Cancellation for those companies with paid funds postponed from the EFORT annual Congress Vienna 2020: the cancellation deadline has passed and the withdrawal of an application received for the VEC Hybrid 2021 will not entitle the SPONSOR to any refund. The balance of postponed funds shall be used up for either the EFORT VEC Hybrid 2021 Sponsorship packages or the EFORT Educational Partnership Programme (EPPP), or both. No further postponement is possible.

## 3.2 Virtual Showcase Company profile and listing

### 3.2.1 Application

- Download the relevant “package” section of the VEC Hybrid 2021 Sponsorship and packages order form from the congress section of the EFORT website at <https://vec.efort.org/>
- Submit the completed, dated and duly signed VEC Hybrid 2021 Sponsorship and packages order form to [alan.cole@efort.org](mailto:alan.cole@efort.org) or [sponsorship@efort.org](mailto:sponsorship@efort.org).

All applications received will be processed on a first come, first served basis subject to availability. Applications must be submitted on or before **07 June 2021**.

After this deadline, applications may still be accepted by EFORT, but in case of cancellation of such late application, the SPONSOR will be required to pay the full invoiced amount (see below Article 3.2.3).

### 3.2.2 Final Confirmation

Upon review of its application, the SPONSOR will receive from EFORT a final confirmation of acceptance, together with the related invoice and payment deadline (see Article 5 below). Upon receipt of this final confirmation, modification by the SPONSOR of its application will no longer be possible, and the respective fees become due.

Cancellation will only be possible following the conditions of Article 3.2.3 below.

In case full payment of the invoice by the SPONSOR has not taken place within the given deadline (see Article 5 below), and in any event prior to the starting date of the VEC Hybrid 2021 (i.e. 30 June 2021), the account of the SPONSOR may be suspended, preventing therefore the SPONSOR from participating to the VEC Hybrid 2021.

### 3.2.3 Cancellation



Cancellation after the final confirmation: After the final confirmation, a SPONSOR may withdraw its application, in writing, **but 50% of the total amount** remains due by the SPONSOR. In case the total payment would have already be done, EFORT will refund 50% of the total amount within 60 working days.

Cancellation of application received after 07 June 2021: The withdrawal of an application received after 06 June 2021 will **not** entitle the SPONSOR to any refund. Should the agreed total amount have not yet been collected by EFORT, the SPONSOR will remain bound to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.

Cancellation for those companies with paid funds postponed from the EFORT annual Congress Vienna 2020: the cancellation deadline has passed and the withdrawal of an application received for the VEC Hybrid 2021 will not entitle the SPONSOR to any refund. The balance of postponed funds shall be used up for either the EFORT VEC Hybrid 2021 Sponsorship packages or the EFORT Educational Partnership Programme (EPPP), or both. No further postponement is possible.

### 3.3 VEC Educational, Marketing and Promotional Activities (Sponsorship)

#### 3.3.1 Application

- Download the appropriate VEC Hybrid Sponsorship Order *Form* from the congress section of the EFORT website at <https://vec.efort.org>
- 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)

All applications received will be processed on a first come, first served basis subject to availability. Applications must be submitted on or before **07 June 2020.**

After this deadline, applications may still be accepted by EFORT, but in case of cancellation of such late application, the SPONSOR will be required to pay the full invoiced amount (see below Article 3.3.3).

#### 3.3.2 Final Confirmation

Upon review of its application, the SPONSOR will receive from EFORT a final confirmation of acceptance, together with the related invoice and payment deadline (see Article 5 below). Upon receipt of this final confirmation, modification by the SPONSOR of its application will no longer be possible, and the respective fees become due.

Cancellation will only be possible following the conditions of Article 3.3.3 below.

In case full payment of the invoice by the SPONSOR has not taken place within the given deadline (see Article 5 below), and in any event prior to the starting date of the VEC Hybrid 2021 (i.e. 30 June 2021), the account of the SPONSOR may be suspended, preventing therefore the SPONSOR from participating to the VEC Hybrid 2021.

#### 3.3.3 Cancellation

Cancellation after the final confirmation: After the final confirmation, a SPONSOR may withdraw its application, in writing, **but 50% of the total amount** remains due by the SPONSOR. In case the total payment would have already be done, EFORT will refund 50% of the total amount within 60 working days.



Cancellation of application received after 07 June 2021: The withdrawal of an application received after 07 June 2021 will **not** entitle the SPONSOR to any refund. Should the agreed total amount have not yet been collected by EFORT, the SPONSOR will remain bound to make the appropriate and invoiced payment in accordance with the preceding timings and reimbursement schedule.

Cancellation for those companies with paid funds postponed from the EFORT annual Congress Vienna 2020: the cancellation deadline has passed and the withdrawal of an application received for the VEC Hybrid 2021 will not entitle the SPONSOR to any refund. The balance of postponed funds shall be used up for either the EFORT VEC 2021 Sponsorship packages or the EFORT Educational Partnership Programme (EPPP), or both. No further postponement is possible.

#### **4. NO EXCLUSIVITY**

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

#### **5. 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.

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.

#### **6. USE OF SPONSORED ITEMS AND RIGHT OF INSTRUCTION**

In relation to and for the duration of the VEC Hybrid 2021 and for any preparatory and follow up work relating to the VEC Hybrid 2021

- 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 during the VEC Hybrid 2021 and/or EPPP.
- 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 non-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.

#### **7. VEC Hybrid 2021 CANCELLATION for Force Majeure events**

If the VEC 2021 is cancelled for any reasons beyond the reasonable control of EFORT (Force Majeure), EFORT will, at its sole discretion:



- (i) provide an equivalent sponsorship item for the SPONSOR at the next available EFORT VEC congress, with no further amount being due from the SPONSOR, whereby equivalence is determined by EFORT at its sole discretion, or
- (ii) refund up to a maximum of fifty percent (50%) of the amount paid by the SPONSOR.

## 8. CONTROL AND COMPLIANCE

The SPONSOR acknowledges and agrees that the virtual platform of the VEC Hybrid 2021 be under the sole control and custody of EFORT and its appointed partners **in accordance with its contractual obligations toward EFORT and its appointed partners as the organisers of the VEC Hybrid 2021.**

The SPONSOR hereby confirms that they should at all times during the VEC Hybrid 2021 comply with all applicable laws, administrative rules and regulations and procure any and all licenses or permits required for the realization of the VEC Hybrid 2021 interaction with registered delegates. This includes (but is not limited to) compliance with all obligations relating to import and export licenses, the contents of all exhibition materials, advertisement and unlawful competition, safety regulations, environmental protection, third party intellectual property rights, etc.

## APPLICABLE LAW & DISPUTE RESOLUTION

The VEC Hybrid 2021 Sponsorship Agreement, including the present GTC, shall in all aspects be governed by **Swiss law**. Any disputes arising under, out of, or relating to the VEC Sponsorship Agreement, including the present GTC, which the parties have not been able to settle amicably, shall be submitted to the jurisdiction of the courts of the Canton of Vaud, Switzerland.

## 9. APPLICABILITY AND DEVIATION

By signing the VEC Hybrid 2021 Order Form, the SPONSOR accepts the VEC Hybrid 2021 Sponsorship Agreement, including any and all conditions contained in the present GTC and in the EFORT VEC Hybrid 2021 Sponsorship packages documentation. The parties may deviate from VEC Hybrid 2021 Sponsorship Agreement, including the present GTC, by written agreement only.

## 10. MISCELLANEOUS

The VEC Hybrid 2021 Sponsorship Agreement, including the present GTC, 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 the VEC Sponsorship Agreement, including the present GTC, 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 VEC Sponsorship Agreement represent and warrant that they have the legal authority to execute it on behalf of their respective party.

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