

Sponsorship agreement: Eurosymposium on Healthy Ageing (EHA) 2014

If you are interested in supporting EHA2014, please fill out this form, print it, sign and scan it, and send it to Heales vzw-asbl at eha@heales.org

Company/organization _____ Representative _____

Address _____ City _____ Country _____

Phone _____ email _____

Hereinafter referred to as the "sponsor" has agreed to provide sponsoring to Heales vzw-asbl for the organization of the Eurosymposium on Healthy Ageing (EHA) on October 1-3, 2014 in the Royal Library, Brussels (Belgium).

Select sponsorship option:

- 500 euro (Bronze Sponsor)
- 1,000 euro (Silver Sponsor)
- 3,000 euro (Gold Sponsor)
- 5,000 euro (Platinum Sponsor)
- Material sponsor, specify the material _____
- Other, specify _____

Payment should be made before August 1, 2014 to:

Heales vzw-asbl
IBAN number: BE46 00 15 8482 8436
Swift/BIC: GEBABEB

This document counts 6 pages, the Terms of Agreement can be found starting on page 2.

Heales vzw-asbl

Sponsor

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

TERMS OF AGREEMENT

1. Defined terms and interpretation

In this Agreement, unless the context otherwise requires:

Ad means a composite of text and/or images provided by the Sponsor to Heales vzw-asbl.

Business Day means any day other than a Saturday, Sunday or public holiday in Belgium.

Fee means the cost of the chosen sponsorship package (as listed in section 2).

Sponsorship Package means the fee and associated benefits set out in section 2.

Material donation consists of materials to be included in the Conference Bag (such as pens, notebooks, USB sticks, clipboard, and the bag).

Sponsorship Benefits means the benefits set out in section 2.

Conference Program Booklet means the booklet that will be provided to all conference attendees containing among others the program of the conference.

EHA Website refers to www.eha2014.org

EHA Twitter Account refers to <https://twitter.com/eha2014>

Conference Bag means the bag given to every conference attendee during on-site registration. This bag includes among others a pen, notepad, and Conference Program Booklet.

2. Benefits to the sponsor

(a) Available Sponsorship Packages and associated Benefits to the Sponsor:

500 euro: Bronze Sponsor

- Get free entrance for 2 people
- Display with promotional material (e.g. flyers, poster, samples,...)
- Ad in the Conference Program Booklet
- Logo and website link published on EHA Website
- Get acknowledged in the welcome remarks (including logo projected on screen)
- Get Conference Bag (2)

1,000 euro: Silver Sponsor

- Get free entrance for 5 people
- Display with promotional material (e.g. flyers, poster, samples,...)
- Ad in the Conference Program Booklet
- Logo and website link published on EHA Website

- Get acknowledged in the welcome remarks (including logo projected on screen)
- Get Conference Bag (5)

3,000 euro: Gold Sponsor

- Get free entrance for 10 people
- Display with promotional material (e.g. flyers, poster, samples,...)
- Ad in the Conference Program Booklet
- Logo and website link published on EHA Website
- Get acknowledged in the welcome remarks (including logo projected on screen)
- Get acknowledged on EHA Twitter account
- Get Conference Bag (10)
- Special reception dinner for 2 people with the main speakers
- Poster with ad in the coffee room

5,000 euro: Platinum Sponsor

- Get free entrance for 15 people
- Display with promotional material (e.g. flyers, poster, samples,...)
- Ad in the Conference Program Booklet
- Logo and website link published on EHA Website
- Get acknowledged in the welcome remarks (including logo projected on screen)
- Get acknowledged on EHA Twitter account
- Get Conference Bag (15)
- Special reception dinner for 2 people with the main speakers
- Poster with ad in the coffee room
- Banner in the conference room

Material Donation:

It is also possible to sponsor the conference by providing materials (such as USB sticks, notebooks, pens, clipboard, and the bag) with your logo for the Conference Bags. In this case the sponsor must ensure to provide enough materials to give one piece to every conference attendee. Heales vzw-asbl will provide the number of registered attendees on the 15th of August to the Material Sponsor. The Materials Sponsor must at least provide this amount increased by 25% of the Material. The Material Sponsor is responsible for the shipment cost of the materials (as outlined in section 5(d)).

- (b) The Silver, Gold and Platinum Sponsors can have an ad in the Conference Program Booklet. To donors must submit the ad before August 1, 2014. Silver Sponsors will receive a quarter-page ad, Gold Sponsors a half-page ad and Platinum Sponsors a full-page ad. The Platinum Sponsor ad will be published on the first page, after the cover of the Conference Program Booklet. In case of multiple Platinum Sponsors the Sponsors will get successive pages after the cover in order of the date on which this contract was signed. The Gold Sponsors will have their ad published in the Conference Program Booklet on the pages following the program of the first conference day. The Silver Sponsors will have their ad published in the Conference Program Booklet on the pages following the program of the second conference day. Bronze Sponsors will have their logo printed on the last page before the back cover of the Conference Program Booklet.
- (c) The Special Reception Dinner will be organized during the EHA2014 Conference (October 1-3, 2014) in a restaurant chosen by Heales vzw-asbl located in Brussels. The Sponsor chooses the two people that are allowed to attend this dinner. The speakers invited to this dinner will be selected by Heales vzw-asbl.
- (d) The poster with the ad for the coffee room will be printed by Heales vzw-asbl on the condition that the Heales vzw-asbl receives a the ad in a high-resolution digital format before August 1, 2014.
- (e) The banner for the conference room must be provided by the Sponsor in advance of the conference. The transport costs are to be paid by the Sponsor (as outlined in section 5(a)).
- (f) The people selected by the Sponsor to receive free entrance to the conference must still register on the website (www.eha2014.org) but do not have to pay the registration fee.

3. Sponsor's rights

- (a) If no representative from the Sponsor's organization or company is able to attend the EHA conference then Heales vzw-asbl will, within five Business Days after the conference, provide digital photos of the promotional display to the Sponsor by email. These photos can be posted or disseminated by the Sponsor without prior approval of Heales vzw-asbl on the condition that Heales vzw-asbl is credited as source (see section 10).

4. Sponsor's obligations

The Sponsor must:

- (a) pay the agreed sponsorship fee before August 1, 2014 to Heales vzw-asbl;
- (b) provide Heales vzw-asbl with the sponsor's logo and/or ad and promotional materials before August 1, 2014;
- (c) prior to their release, provide copies of all press releases, promotional and publicity material referring to the EHA conference to Heales vzw-asbl for approval;
- (d) ensure that it has a sponsorship liaison person available to Heales vzw-asbl at all reasonable times;
- (e) carry out its obligations under this Agreement in a manner that enhances the reputation of Heales vzw-asbl and the EHA conference;
- (f) comply with all laws and advertising codes of practice relevant to the Sponsor;
- (g) if the terms set out in section 4(a) and 4(b) are not complied with by the sponsor then Heales vzw-asbl cannot ensure that the sponsor's benefits outlined in section 1 will be upheld.

5. Costs of production, transport and displays

The Sponsor is responsible for meeting the costs of the following items if they are included in the chosen Sponsorship Package (as outlined in section 2(a)):

- (a) production, delivery and return of Sponsor's advertising banners;
- (b) production and delivery of promotional materials such as flyers;
- (c) design of the ad;
- (d) production and delivery of Material Donations; and
- (e) any additional income tickets for its staff and guests.

6. Warranties

Heales vzw-asbl warrants that:

- (a) it has the power and is entitled to grant to the Sponsor the rights contained in this Agreement;
- (b) it has not granted and will not grant any rights that are inconsistent with or will prevent or limit the rights of the Sponsor;
- (c) it has obtained (or will obtain) all necessary consents and approvals to enable it to perform its obligations and run the EHA conference;
- (d) it will run the EHA conference in a professional manner; and
- (e) the EHA conference will be managed in a manner that is consistent with promoting the good reputation, quality and goodwill of the Sponsor.

7. Cancellation of the conference

7.1. Total cancellation

- (a) Postponement of the Eurosymposium on Healthy Ageing (EHA) 2014 for more than thirty days after the original planned date (October 1-3, 2014) is considered a total cancellation of the event.

- (b) If for any reason whatsoever, other than the deliberate action of the Sponsor, the Eurosymposium on Healthy Ageing (EHA) 2014 is cancelled in full, any sponsorship payment made by the Sponsor will be refunded within thirty days of the notice of cancellation.
- (c) Heales vzw-asbl shall not be liable for any direct, indirect or other consequential loss claimed by the Sponsor and/or its officers, employees, subsidiaries, or contractors.

7.2. Partial cancellation

- (a) Partial cancellation includes the postponement of the Eurosymposium on Healthy Ageing (EHA) 2014 for a period less than 30 days after the original planned date (October 1-3, 2014). Cancellation of one or more of the speakers, sessions, panel sessions, activities or a reduction in the duration of the conference constitutes a partial cancellation under this agreement.
- (b) Heales vzw-asbl shall not be liable to refund any sponsorship fee in case of a partial cancellation.
- (c) Heales vzw-asbl shall not be liable for any direct, indirect or other consequential loss claimed by the Sponsor and/or its officers, employees, subsidiaries, or contractors in case of a partial cancellation.

8. Termination

8.1. Termination by Heales vzw-asbl

Heales vzw-asbl may terminate this Agreement with immediate effect by written notice if:

- (a) the sponsor breaches this Agreement, fails to pay the Fee, or is negligent in its performance of this Agreement, and does not rectify the situation within any time frame reasonably specified by Heales vzw-asbl in writing;
- (b) the sponsor enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver and manager, or statutory manager is appointed in respect of it; or
- (c) Heales vzw-asbl becomes aware of any circumstances in relation with the Sponsor which might, in the reasonable opinion of Heales vzw-asbl, damage the reputation of Heales vzw-asbl, its related organizations, and/or the officers of Heales vzw-asbl.

8.2. Termination by the sponsor

The sponsor may terminate this Agreement with immediate effect by written notice if:

- (a) Heales vzw-asbl materially breaches this Agreement, and does not rectify the situation within a reasonable time; or
- (b) Heales vzw-asbl enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory manager is appointed in respect of it.

9. Relationship of the parties

- (a) The Sponsor is engaged by Heales vzw-asbl as an independent contractor and not as an employee, agent, partner, or joint venture.
- (b) Except as expressly approved by Heales vzw-asbl in writing, the Sponsor will have no authority to act for or incur any obligation on behalf of Heales vzw-asbl and will not make any representation of having such authority.

10. Intellectual property

All conference content, including but not limited to photos, videos, slides, or papers, provided openly on the Heales vzw-asbl website, EHA website, EHA twitter, Heales vzw-asbl Youtube channel, and Heales vzw-asbl Facebook page can be posted or disseminated by the Sponsor without prior approval of Heales vzw-asbl on the condition that Heales vzw-asbl is credited as source. Other conference

content, such as photos taken by attendees, are considered property of Heales vzw-asbl and shall not be posted or disseminated by the Sponsor without written approval of Heales vzw-asbl.

11. Liability

Heales vzw-asbl aggregate liability to the Sponsor whether for negligence, breach of contract, misrepresentation or otherwise shall be limited to the value of the Fee paid to Heales vzw-asbl.

12. Indemnity

Both Heales vzw-asbl and the Sponsor (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party") against and save each other harmless against all costs, losses, expenses, claims, actions, suits, judgments, damages, penalties, obligations or liabilities (properly sustained or incurred by it directly or indirectly) by the Indemnified Party, arising out of or in connection with the negligence or wilful misconduct of the Indemnifying Party in the performance of this Agreement including, but not limited to, any claim for damages to property or injuries to persons, to the extent that such damages or injuries shall have been caused by, or shall have resulted from the wilful or negligent acts or omissions of the Indemnifying Party, or its employees or agents.

13. Dispute resolution

- (a) A party must, as soon as reasonably possible, give the other party notice of any dispute arising under or in connection with this Agreement.
- (b) If the parties fail to resolve the dispute by negotiation within 20 Business Days of a notice given under clause 13(a), then either party may pursue the dispute through legal proceedings before Belgian courts.
- (c) Nothing in this clause affects either party's right to seek urgent interlocutory relief in the Belgian courts.

14. Notices

Any notice required to be given by either party under this Agreement must be in writing and sent to the other party's address, as written down on the first page of this Agreement (or such other address advised by the other party by written notice). A notice is deemed to have been received by the other party:

- (a) if delivered personally, when delivered;
- (b) if posted, three Business Days after the day of posting;
- (c) if emailed, at the time the sender receives an acknowledgement of receipt of delivery from the other party's email address or (if earlier) at the end of two Business Days after the day the email was sent, unless a notice of non-delivery is received by the sender.

15. Complete Agreement

This Agreement contains the entire understanding between the parties with respect to the conference Sponsorship benefits and obligations and supersedes all prior oral and written understandings, arrangements, and agreements between the parties.

16. Law

This Agreement is governed by Belgian law.