Appendix 2 – ECP Industry Terms & Conditions

These General Terms and Conditions apply when a Sponsor orders via the application forms for ECP 2027 held from 4-8 September 2027, organised by the European Society of Pathology, Square de Meeûs 18, 1000 Brussels, Belgium, (hereinafter "ESP")
Email: **congress@esp-pathology.org**.

A Sponsor is any individual or organization that covers the costs of an activity, event, or exhibition within the framework of ECP 2027, and in return, is granted the right to advertise during the respective activity or event.

1. Application forms and conclusion of contract

1.1. Applications can be made via the application forms whereby such an order constitutes a contractual declaration on the part of the Sponsor. A legally binding contract between ESP and the Sponsor is only concluded upon a written confirmation of the order via email by ESP.

1.2. Applications must be submitted by a legal representative or authorized signatory of the Sponsor on the Sponsor´s name and behalf. ESP will not consider requests from unauthorized signatories and unknown agencies or agencies whose Sponsors are unknown to ESP. If an agency is involved in the application process for a Sponsor's activities at ECP 2027, the Sponsor has to confirm in written to ESP:
a) the agency's name
b) contact person
c) contact details
d) the role of the agency
e) confirmation that the person is authorized to sign.

1.3. By concluding an application, the Sponsor's representatives agree that ESP uses Personal Data as defined in ESP's Privacy Policy which can be found here: https://www.esp-pathology.org/privacypolicy.html.

1.4. ESP and the Sponsor acknowledge and agree that this business relation is not intended, directly or indirectly, to compensate ESP and/or its employees for purchasing, ordering, prescribing, using or recommending Sponsor's products or services, and neither ESP nor its employees are required to purchase, use, prescribe, order, recommend, promote or advertise Sponsor's products or services as a condition for this agreement.

1.5. Upon conclusion of the agreement, on the application forms the Sponsor / the Parties agree to conduct the business contemplated herein in a manner, which is consistent with both the laws applicable to the respective Party and the good business ethics. Specifically, the Parties warrant that in connection with this agreement, they will conduct their activities in compliance with the anti-bribery/anti-corruption/anti-money-laundering laws being applicable to the respective Party. Further, the Parties shall indemnify, that all books, records, invoices, and other documents relating to payments and expenses under this agreement are and shall be complete and accurate and reflect in reasonable detail the character and number of transactions and expenditures.

2. Payment conditions

2.1. All prices referred to are in Euro (€) and excluding VAT, if not otherwise stated. The VAT treatment depends on several facts, which have to be assessed on an individual basis based on the information provided by the Sponsor. The respective VAT rate applicable, if any, will be added. All payments must be made in Euro (€). ESP will not accept other currencies than Euro.

2.2. ESP will issue and provide to the Sponsor invoices in a timely manner after confirmation of the Sponsor's order by ESP.

2.3. 50% of the total financial contribution must be paid upon conclusion of the contract and within 14 days of receipt of the invoice and 50% until May 4, 2027. In case an order is placed after May 4, 2027, full financial contribution must be paid within 14 days. In any event all payments must be made no later than August 6, 2027. If a payment is not made by the due date, ESP is entitled to charge twelve point five per cent (12,5 %) default charges per annum and/or terminate the contract, withdraw confirmation of acceptance, make other arrangements in respect of the promotion item ordered by the Sponsor and seek compensation for breach of contract.

2.4. ESP is obliged to use the financial contribution paid by the Sponsor for financing the scientific programme of ECP 2027 and to cover costs for the infrastructure to organise ECP 2027. The financial contribution of the Sponsor will not be used for any entertainment.

2.5. For the avoidance of doubt, no refunds will be granted in case of modification of the programme, cancellation of speakers or any other incident during ECP 2027.
ESP will send a notification of allocated session rooms to the Sponsor in May 2027.

3. Sponsor's right of amendment and withdrawal

3.1. At any time prior to ESP's confirmation of the Sponsor's order, the Sponsor is entitled to amend and/or to withdraw from his order free of charge.

3.2. Once ESP has confirmed the Sponsor's order, the Sponsor may no longer change and revoke his order free of charge and is obliged to pay the full remuneration

3.3. In the event of cancellation of an exhibition stand by the Sponsor, if ESP is able to resell the respective stand space to another exhibitor, the amount already paid by the Sponsor for the stand space shall be refunded, less a 20% administrative fee. No refund shall be due if the stand space cannot be resold.

4. Liability & Warranty

4.1. ESP enters into agreements with the Sponsor on the basis, that the Sponsor is holding an adequate insurance covering personal injury and loss of/damage to property for the duration of ECP 2027. Hence, upon entering into an agreement with ESP, the Sponsor confirms to have an adequate insurance covering personal injury and loss of/damage to property for the duration of the ECP 2027 and shall provide ESP with a copy of its insurance policy upon ESP's first request thereto.

4.2. The risks of individual exhibitors and equipment and all related display materials installed/used/displayed at the congress venue by the Sponsor, or its suppliers are not insured by ESP. Neither ESP nor its contractors will under any circumstances be liable for any loss, damage or destruction caused to equipment, goods or property belonging to the Sponsor. Hence, the Sponsor shall provide for an insurance covering these risks.

4.3. ESP shall take appropriate steps as being reasonable to ensure the safety of the participants at the venue. ESP shall foresee to the necessary arrangements with the congress venue and the local authorities. Notwithstanding, the Sponsor shall take appropriate measures as being reasonable to ensure the safety of the participants as visiting the Sponsor's exhibition booth or industry symposium at the congress venue.

4.4. ESP provides general security service at the congress venue. Special stand surveillance is neither provided nor guaranteed. If special surveillance is required, the Sponsor has to request from ESP such special surveillance, which ESP or the Industry Exhibition Management, without having any obligation to do so, may provide on terms to be agreed upon at Sponsor's own costs.

4.5. ESP does not warrant that the ECP 2027 Congress platform ("congress platform" before and after its transmission to our website referred to in the following as "congress platform") will operate in an uninterrupted or error-free manner, that this site is free of viruses or other harmful components.

4.6. As far as legally permissible, ESP, its Executive Committee, members of the Executive Committee, employees, contractual partners, consultants or any participant of ECP 2027 cannot be held liable for direct, indirect or consequential damages of any kind, loss of profit and/or loss of data, which arise from and in connection with the participation of ECP 2027 and/or access and participation of the virtual part of ECP 2027.

4.7. The Sponsor acknowledges that it shall be solely responsible for the observance of ethical standards and all statutory rules and regulations applicable. It is being agreed that ESP shall not be under any obligation to inform the Sponsor of such legal provisions.

4.8. The Sponsor is responsible for the material and information provided at the congress and may only display this at their booth stand or their industry symposia in compliance with both the legislation of the host country and of the congress. This also applies to any information provided on the congress platform and any link to third party webpages and social media channels and any content available on such third-party webpages and social media channels. ESP is not involved in the activities carried out by the Sponsor and its officers, employees and consultants at the congress venue and/or on the congress platform, and is not in any way liable for any decisions made by any of the foregoing such as advice, assessment, recommendations, appraisals, reviews, feedback(s) or any consideration, or services based on the information or documents or any tool in any form, shown and/or available at the congress venue and/or on the congress platform. By displaying information, the Sponsor shall not make any infringement on any intellectual property right of any third party and shall in any event fully indemnify ESP for any of such claims arising from such infringements.

4.9. Publication of works or material or any type of communications as well as participation in discussion forums is strictly voluntary and, on the Sponsor's entire and sole responsibility.

4.10. ESP reserves the right to enjoin the use of or delete, remove or edit any communications on the congress platform as well as at the congress venue at any time, for any reason and within its unfettered discretion, but has no obligation to do so and shall not be held liable to review or remove any such content. ESP may access, save, store and disclose any of the content made available by the Sponsor on the congress platform if required to do so by law or if ESP in a good faith believes that any of the foregoing is reasonably necessary to: (a) comply with legal requirements; (b) enforce the registration agreement; (c) respond to and defend claims that any content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of ESP, its officers, directors, employers, agents, other users or the public or (f) to support its argument and legal position, as the case may be, in a pending court procedure, arbitration or investigation.

4.11. The Sponsor will be held liable for activities organised on its behalf by their official appointed agency.

4.12. Applicable to Pharmaceutical Companies only: In accordance with EFPIA's Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organizations ("Code"), Sponsor is required to, and ESP herewith authorizes the Sponsor to document and publicly disclose any transfers of value made directly or indirectly to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs) in connection with this Agreement or its performance. Such disclosure takes place in order to ensure transparency in the dealings between pharmaceutical companies and HCPs and HCOs. Notwithstanding, ESP may at its sole and unfettered discretion withdraw its consent to collect, use, transfer and publish the Data at any time with immediate effect by written notice or email.

4.13. In case participants attend an Industry Symposium or visit an on-site exhibition booth stand, they are asked to give their consent that personal data (to the extent provided), comprising full name, country, affiliation (institute/company, department) and email address is being passed on to the respective Sponsor. In case the Sponsor books a 'lead generation option', the contact details of these participants who have given consent to share their contact data will be provided to the Sponsor by ESP post-congress. The Sponsor shall use this personal data only for the purpose of providing marketing and information material relating to the field of public health as well as information on scientific events. In case this data is processed outside the EEA and there is no adequacy decision by the European Commission for such a data transfer, the Sponsor guarantees to take necessary safeguards to protect the participant's personal data adequately.

5. Intellectual property

5.1. The Sponsor warrants to ESP, indemnifies and holds ESP harmless that the Sponsor has legal title, either to ownership or upon a license, to provide and make available any information, music, photos, movies, artwork, videos, footage, logos, trademarks etc. used for and made available at any Sponsor's activities at ECP 2027 (hereinafter "**IP-Materials**"). The Sponsor is solely liable for paying all royalties which accrue for the use of IP-Materials. ESP shall not be held liable in case of non-compliance of the Sponsor to applicable statutory rules and regulations and the Sponsor shall indemnify and hold harmless ESP in respect to any infringement of intellectual property rights and copyrights of third parties by the Sponsor's activities at ECP 2027.

5.2. All trademarks owned by ESP or any other third party appearing or made available to the Sponsor through the services performed for ECP 2027, if any, are the property of their respective owners.

5.3. The Sponsor grants ESP a non-exclusive royalty-free sub-licensable license to use all IP-material, so that ESP can use these materials during ECP 2027 and for further marketing purposes free of any charge. After ECP 2027, ESP is entitled to use the IP-material on its internal learning platform.

5.4. The Sponsor may withdraw the license and permission of use at any time and without giving reasons. His obligation to pay the fee according to point 2.3 remains unaffected.

5.5. The Sponsor indemnifies ESP from claims of third parties, damages or losses, which result from the disregard of the rights of third parties. The Sponsor assures and guarantees that the submitted IP-Material and the intended use of the same does not violate any rights of third parties.

5.6. Sponsor must submit IP-Material of sufficient quality and warrants that its intellectual property meets at least the technical minimum standards set forth in a separate technical guideline document which ESP shall provide to the Sponsor in due time.

5.7. It is strictly forbidden to copy, film, take photos or record any presentation of ECP 2027 without the prior consent of ESP. Please note that most talks will be recorded and published on the congress platform shortly after the talk, accessible to all congress registrants until platform closing, provided the speaker has given his/her consent.

6. Postponement or Cancellation of ECP 2027, Force Majeure

6.1. Force Majeure shall include acts of restraints of governments or public authorities, war, revolution, riot or civil commotion, strikes, lockouts (except relating to a party's own employees), blockage or embargo, epidemic/pandemic, explosion, fire, flood or natural disaster, as well as attacks on our IT infrastructure (e.g. hacker attacks) or malfunctions of ESP's IT infrastructure (e.g. hardware failure) to the extent that any of these events are beyond the reasonable control of the affected party ("Force Majeure").

6.2. A party anticipating or affected by any event of Force Majeure shall:

6.2.1. promptly notify in writing the other party, explaining the nature, details and expected duration of such event.

6.2.2. such party shall also notify the other party from time to time as to when the affected party reasonably expects to resume performance in whole or in parts of its obligations hereunder, and notify the other party of the cessation of any such event; and

6.2.3. use its best efforts to resume full performance of its obligations under this agreement as soon as reasonably practical.

6.2.4. If there are compelling reasons beyond its control which inevitably delay or prevent ESP, however acting reasonably, from hosting ECP 2027 as scheduled, ESP has the right to postpone, shorten, close temporarily or fully, or cancel the on-site exhibition and to amend sponsoring items accordingly. Unless (i) ESP notifies the Sponsor to cancel such year's ECP 2027 at all (ii) or, where this is not the case, but ECP 2027 is postponed for more than six (6) months, this Agreement and any terms and conditions included therein shall remain binding upon the parties.

6.3. If, because of Force Majeure, ECP 2027 is postponed for more than six (6) months, the party which is to be notified of such circumstances may terminate the agreement by giving written notice of termination with immediate effect to the Force Majeure party.

6.4. If, because of Force Majeure ECP 2027 has to be cancelled, ESP shall promptly refund to the Sponsor any amount of the Financial Contribution that has been paid by the Sponsor, but not already spent or contractually agreed to be spent by ESP for fulfilling its obligations under this Agreement or in relation to the (scheduled) hosting of ECP 2027 and the Sponsor shall be released from any further liability under this Agreement. The same applies if the Agreement is terminated pursuant to Section 6.3.

7. Final provisions

7.1. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed with substantive Belgian law with the exclusion of its conflict law rules and the regulation on the law applicable to the contractual obligations (Rome I). Disputes in connection with this Agreement or its performance shall be with the civil courts of Brussels, Belgium.

7.2. Nothing in this section will preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, if necessary to protect the interests of such Party. Any claim by the Sponsor against ESP must be made in writing within four weeks from the last date of the ECP 2027 unless such claim shall be time barred.