



35th ECNP Congress

15-18 October 2022

Vienna, Austria

*Welcome to the future
of CNS treatments*



ECNP Industry Rules and Regulations



www.ecnp.eu/congress2022



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1. Rules and regulations with respect to the activities.....	2
Submission of applications	2
Preferences	2
Acknowledgment	2
Types of activities	2
External agencies	2
Exhibition stand limitations	2
Directional signage	2
Promotional activities onsite	3
Parallel programme	3
Smoking	3
Language	3
Press.....	3
Referencing the ECNP congress.....	3
2. Other legal rules and obligations	4
Payment.....	4
VAT	4
Bank details	4
Sponsorship fee.....	4
Cancellation policy.....	4
Liquidation or bankruptcy.....	4
Liability	4
Compliance	5
Confidentiality	5
Intellectual Property Rights.....	5
Transparency	5
Data protection and privacy	5
Anti-corruption	5
Transfer.....	5
Disclaimer	6
Jurisdiction and forum clause	6



35th ECNP Congress

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Welcome to the future
of CNS treatments



These rules and regulations apply to companies who intend to support the 35th ECNP Congress by organising industry activities for a sponsorship fee.

The legal entity organising the congress is Stichting 35th ECNP Congress, hereafter called ECNP, a foundation incorporated under Dutch law, registered office Daltonlaan 400, 3584 BK Utrecht, The Netherlands, Chamber of Commerce registration 76948129, RSIN 860850353.

1. Rules and regulations with respect to the activities

Submission of applications

The company will submit its application via the [ECNP Congress website](#). In submitting its application, the company agrees to be bound by these ECNP Industry Rules and Regulations, the [ECNP Privacy and Data Security Policy](#), the [ECNP Industry Guidelines](#), the [Registration Terms & Conditions](#) and the [Austria Center Vienna Exhibition Manual](#). The company will arrange that all persons involved on their behalf will be informed of these documents.

Preferences

ECNP will take preferences of allocated spaces and/or time slots as stated on the application form into account as much as possible but does not provide guarantees in that regard. The final allocation is made by ECNP and is sent to the company by 1 March 2022.

Acknowledgment

The activities of the company will be acknowledged with an allocated exhibition space number and/or session room and listing of the company name and brief (100 word) description on the ECNP website and ECNP Congress app.

Types of activities

The company's activities may consist of organising industry sessions, exhibition, unrestricted educational grants and group registrations.

External agencies

Companies may engage the services of external agencies for logistic and technical support purposes. The company shall inform ECNP in advance by using the [Agency reply form](#), identifying the agency name and the industry activities that will be performed. ECNP will not accept any requests by any agency in the absence of a written statement by the company in respect of such agency. The Company remains solely responsible for the industry activities.

Exhibition stand limitations

As an exhibitor the use of audio on the exhibition stand is permitted as long as the volume does not cause annoyance to other exhibitors; light projection outside the exhibition stands is not permitted. ECNP reserves the right to prohibit the use of the relevant equipment in that event of hindrance at its discretion.

As an exhibitor no display outside the stand is allowed. Aisles must be kept clear and free for passage at all times. ECNP reserves the right, at its discretion, to demand or apply changes to stands, or to ultimately close them, if they are in any way obtrusive.

Directional signage

ECNP exclusively provides the signage related to industry sessions and exhibitions. No other signage by the company is permitted.



35th ECNP Congress

15-18 October 2022

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of CNS treatments



Promotional activities onsite

No promotional activities are permitted outside the company's exhibition stand or industry session rooms. The [ECNP Industry Guidelines](#) apply.

Parallel programme

Company related activities during the official ECNP Congress programme from 15 October through to 18 October 2022 including the faculty event in the evening of 16 October 2022, are limited to: industry sessions and exhibition. A company is only allowed to organise internal staff meetings during the official [ECNP Congress programme](#).

The company is kindly requested not to organise external meetings or other events in parallel with the industry satellite symposia and Industry Mini Sessions. It would be appreciated for information purposes only if ECNP is notified of any activity the company is organising around the ECNP Congress.

Smoking

The ECNP congress is a non-smoking congress.

Language

The official language of the ECNP Congress is English. No simultaneous translation is allowed at any time.

Press

The company shall not organise press conferences in the congress venue or during congress hours. No reference to the ECNP Congress shall be made unless information or documentation is included about data presented at the ECNP Congress. If information or documentation is included about data presented at the ECNP Congress, the following disclaimer shall be included: "*Does not necessarily reflect opinions of ECNP*". Company supported content or sessions must include the formula: "*On the occasion of the 35th ECNP Congress with financial support provided by [company name]*". The ECNP press officer can be contacted at press@ecnp.eu.

Referencing the ECNP congress

Text reference can be made to the ECNP Congress or ECNP as follows. On the invitation for industry sessions: "*Industry Satellite Symposium / Industry Mini Session / Industry Interactive Discussion / Industry Product Theatre on the occasion of the 35th ECNP Congress with financial support provided by [company name]*". Information for the press is available in the Industry manual (to be published before 31 May 2022).

Information on the live streaming of an industry session is available in the ECNP Exhibition and Industry Sessions Guidelines. Reference to the company's exhibition is limited to: "*Please visit the exhibition stand of [Company]*". No trade logos and/or names may be printed on invitations for industry sessions.

Congress highlights/reports of industry sessions or exhibition sponsored by the company and produced by the Company and published on educational websites must include the following disclaimers: "*on the occasion of the 35th ECNP Congress*"; and "*does not necessarily reflect opinions of ECNP*".

If the Company wants to make summaries of sessions, including industry sessions, during the ECNP congress permission has to be obtained by the Company from the other company (and speakers) in case of industry sessions, and from the speakers in case of any of the ECNP sessions. ECNP should receive the notification of the permission received by the Company. It is the responsibility of the Company to adhere to all relevant codes and regulations in these summaries and to include the text "*on the occasion of the 35th ECNP Congress*" and "*does not necessarily reflect opinions of ECNP*".

It is not allowed to use logos of ECNP, the ECNP Congress or images of the online platform except for those provided in the [promotion kit](#).



2. Other legal rules and obligations

Payment

The sponsorship fee for physical exhibition space and industry sessions is payable in two instalments. 50% of the sponsorship fee is invoiced after the application is submitted to ECNP. If this payment is not received in a timely fashion, ECNP will not reserve space(s) or times slot(s) for the company. The remaining 50% plus VAT is invoiced when the time slot or exhibition allocation has been given by ECNP. If this second payment is not received, the allocated space(s) or time slot(s) may be re-assigned at ECNP's discretion and the initial payment is forfeited.

For the online exhibition the sponsorship fee is charged in one instalment.

All invoices are payable within 15 days of invoice date. The Company is prohibited from using any assigned space(s)/time slots unless the Sponsorship Fee has been paid in full.

VAT

Dutch VAT will be charged in accordance with European legislation.

Bank details

Account holder: Stichting 35th ECNP Congress

Bank name: Van Lanschot

Bank address: Hooge Steenweg 29, 5211 JN 's-Hertogenbosch, The Netherlands

IBAN: NL60 FVLB 0632 5810 42

BIC/Swift code: FVLBNL22

The bank transfer must clearly state the Company name and invoice number. Any applicable taxes and bank charges are payable by the Company and for its account.

Sponsorship fee

ECNP and the company acknowledge that this sponsorship and the sponsorship fee were not determined in a manner which takes into account volume or value of business generated between them and shall in no way obligate ECNP to purchase, use, recommend or arrange for the use of any product of the company. ECNP shall however ensure that the sponsorship is disclosed to the beneficiaries and/or attendees of the ECNP Congress.

Cancellation policy

ECNP must be notified as soon as possible in writing of any cancellations. A cancellation will result in the release of the allocated space(s) or time slot(s). 50% of the sponsorship fee is refunded for cancellations made by the Company before 1 May 2022; no refunds are made for cancellations made on or after 1 May 2022. The date of receipt of the written notification by ECNP is binding.

Liquidation or bankruptcy

ECNP may cancel industry activities with no obligation to repay the sponsorship fee if the company files for voluntary liquidation or the bankruptcy of the Company is requested or granted.

Liability

- a. Although ECNP will take reasonable protections to protect the Company's interests, ECNP shall not be liable nor held responsible for any claims, liabilities, losses, damages, or expenses relating to or arising out of any injury to any of the Company's personnel or to any other person or any loss or damage to any property of the Company, whether during an exhibition or industry session or not, or any other property where such injury, loss or damage is caused by or is in any way connected to the Company's participation in the ECNP Congress, unless caused by intent or wilful negligence on the part of ECNP or its management personnel.



35th ECNP Congress

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- b. In order to safeguard its interests described in subparagraph a., the Company shall arrange for suitable liability insurance – which may be arranged through self-insurance – to cover personal injury or damage to property arising in connection with the ECNP Congress, including but not limited to the construction and dismantling of the exhibition stands and/or industry session.
- c. The Company shall protect, indemnify, hold harmless and defend ECNP and its officers, employees, agents and suppliers from any such claims, liabilities, losses, damages and expenses – and waives any claim against them – arising out of any statement made by Company or its officers, employees, agents and/or suppliers at or in connection with the ECNP Congress concerning the Company or its exhibits, products or services. The foregoing does not apply to claims arising from gross negligence or wilful misconduct on the part of ECNP or any person or object for which the organisers can be held liable under Dutch law.
- d. The Company shall arrange for suitable medical travel and health insurance for its employees, officers and agents attending or involved in the ECNP Congress.

Compliance

ECNP shall do its utmost to ensure that all use of Sponsorship Fees from the company shall comply with the EFPIA Code Of Practise and all relevant local laws, regulations and industry codes of conducts. ECNP undertakes to submit the ECNP Congress for assessment under the Ethical MedTech Conference Vetting system (e4ethics) prior to any of the funds being used to support the ECNP Congress.

Confidentiality

ECNP and the company will maintain confidential all information that it knows or should reasonably understand to be confidential.

Intellectual Property Rights

ECNP and the company shall respect the intellectual property rights of each other and of third parties. ECNP shall be authorised to use the company's trademarks and logo's for the purposes of the ECNP Congress. The company may use the ECNP promotional kit in materials related to the ECNP Congress.

Transparency

ECNP acknowledges that the Company may be subject to obligations under disclosure codes, such as the EFPIA Disclosure Code, and may be required to make certain disclosures with respect to transfers of value made to healthcare professionals and healthcare organisations. ECNP acknowledges that such disclosures may include information about payments or other transfers of value made by the Company to the Stichting 35th ECNP Congress and agrees that payments made by the Company pursuant will be part of such disclosure, to the extent required under the relevant disclosure codes.

Data protection and privacy

ECNP and the company will comply with all applicable data protection and privacy laws. The [ECNP Privacy and Data Security Policy](#) as published on the ECNP website applies.

ECNP urgently requests all parties to respect the privacy of the congress participants. This implies that no promotional material is displayed in hotels or left for the attention of participants in their hotel rooms. Please ensure that hospitality areas in hotels are kept low profile.

Anti-corruption

ECNP and the company will comply with applicable anticorruption laws and regulations.

Transfer

The Company is not entitled to assign the activities or the obligations under these ECNP Industry Rules and Regulations – in full or in part – to any third party without the prior written approval of the ECNP.



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Disclaimer

If the Stichting 35th ECNP Congress is faced with an event beyond its control and decides, at its sole discretion, that such event complicates or prevents its performance, Stichting 35th ECNP Congress and its agents shall be entitled, whether that event was foreseeable or not, to alter or cancel in full or in part the organised activities and/or any of its related elements (arrangements, timetables, planning of a scientific meeting, et cetera). Such events shall include wars, strikes, lockouts, riots and other civil disturbances, nature events such as earthquakes, floods and droughts, pandemics, virus outbreaks, and any other causes, including the deterioration of any existing events. If Stichting 35th ECNP Congress, at its sole discretion, considers this feasible, it shall (partially or fully) repay prepaid registration fees for the 35th ECNP Congress. However, companies and or participants shall not be entitled to claim compensation for any direct or indirect damages that they may incur from any such alteration or cancellation of the 35th ECNP Congress.

Stichting 35th ECNP Congress will take reasonable measures to protect the companies and participant's interests, but shall not be liable for any loss or damage incurred by companies, participants or any third party caused by or in any way connected to the participation in the 35th ECNP Congress, unless such loss or damage is caused by the intent or the wilful negligence on the part of Stichting 35th ECNP Congress or its management personnel.

Jurisdiction and forum clause

The legal relationship between ECNP and the company is subject to Dutch law. Any disputes shall be settled exclusively by the Amsterdam courts.