

Agreement between the European Federation of Sexology and the TBC Society for the IX European Congress of Sexology

On this day, month and year, the following parties

European Federation of Sexology
seated at

(hereinafter referred to as **EFS**)

and

TBC
(hereinafter referred to as the **Organizer** or TBC).

concluded an

AGREEMENT OF COOPERATION

WITNESSETH

WHEREAS, EFS has agreed to enter into a collaborative agreement with the Organizer to organize the IX **European Congress of Sexology** (hereinafter referred to as "Congress") in to be confirmed, in 2008.

WHEREAS, the Organizer agrees to cooperate with the EFS in planning and implementing all arrangements necessary for the Congress's success within the site of the Congress.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Organization of the Congress

- 1.1 EFS shall serve as the official patron of the Congress.
- 1.2 The Organizer shall serve as host of the Congress.
- 1.3 The Organizer nominates a candidate to serve as **President of the Congress**. This candidate has already been approved by the General Assembly of the EFS in Prague. A recent vote of the EFS Executive Committee has nominated TBC as **Honorary President** (the President of TBC and TBC as **President of the Congress**. They will set up an Organizing Committee for the Congress to assist in the discharge of the Organizer's duty as specified in this agreement. The Chairman of the Organizer **TBC** as the authorized representative of the Organizer will co-sign this document.
- 1.4 The Organizer will set up a **Local Scientific Committee** which will be responsible to the EFS Scientific Committee. The Scientific Committee of the Organizer will work closely with the E.C. members of the EFS to ensure the highest quality scientific program. The program shall have the formal approval from the EFS Executive Committee.

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- 1.5 The Organizer shall establish an office for the Congress in TBC that will be the site for management of all Congress-related activities.
 - 1.6 The TBC Congress Centre has been designated as the official site for the Congress.
 - 1.7 The organization of the Congress will be designed by the organizer and the implementation will be carried out by a designated Professional Congress Organizer (further referred to as PCO).
 - 1.8 The contracting parties agreed that PCO will be PCO, address tbc.
 - 1.9 The organizer will monitor the delivery of the contract signed with the PCO and do everything within its power to ensure that all expectations and duties are discharged.
 - 1.10 The Organizer shall encharge the PCO to administer the accounting for the Congress for all Congress-related activities, including but not limited only to registration, speaker fees, exhibits, transportation, simultaneous translation, entertainment, meals, and these should be monitored by the Organizer.
 - 1.11 The organizer and PCO are jointly responsible for the transfer of 20,000 euros to the EFS. Half of this amount will be transferred to the EFS official bank account by 1st March 2008. The second half will be transferred and cleared in the EFS account by the day of the General Assembly of EFS to be held during the 2008 congress. The EFS will impose a penalty charge of interest at 1% above the bank of England base rate for every day the money is overdue for either amount. If the first amount is not paid by the due date, the EC of EFS can cancel this contract with immediate effect and without any penalty imposed on the EFS.
 - 1.12 The Organizer will provide to EFS a complete audit of the Congress accounting within six months of the closure of the congress.

2. Programme of the Congress

- 2.1 The Congress will be held between tbc, 2008.
- 2.2 The first announcement of the Congress should be made by April 2007 in the XVIII World Congress of Sexology in Sydney, Australia, with flyers.
 - 2.2.1 There is a requirement of two postal announcements posted according to a mailing list of recipients in addition to the internet announcements. The second announcement is the Call for Papers.
- 2.3 The Organizer will develop in conjunction with the PCO, a state-of-the-art Webpage immediately after signing the contract, which will be able to communicate all updated information regarding the Congress, allow participants to submit abstracts, register for the congress, make hotel and tour arrangements, and make payments through credit card transmittal. The web site must display the official EFS logo on all pages.
- 2.4 The preliminary program should be available & displayed on the web page and available in printed form by the WAS Sydney meeting in April 2007.
 - 2.4.1 The program must show all the structures and confirmed presences of speakers.
- 2.5 The final printed programme will also be published in the web site program and will be available at registration of the Congress.

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- 2.5.1 The Final Program should have complete listing of the Scientific Program, the Social Program and Exhibits and their times and locations.
- 2.5.2 A **Book of Abstracts in English** will be available at registration. Where possible this will be a supplement to the designated journal of EFS, currently the European Journal of Sexology or another recognized and indexed journal.
- 2.5.3 The programme, abstract book, paper and pen should be contained within a congress bag displaying both the EFS logo and local details (and sponsors as appropriate).
- 2.6 The Organizer shall be responsible for working with the EFS President, Vice-President and Secretary General to set the times of the EFS meetings to be held during the Congress. No official meetings of the EFS should conflict with the scientific program. There shall be:
- the EFS Executive Committee meetings one day prior to the opening of the Congress
 - the EFS General Assembly held on the third day of the Congress, from 4:00 pm to 8:00 pm, before the gala dinner.
- 2.7 The Organizer will be responsible for every aspect of the Program. The Organizer shall work closely with the President, the Vice-President and the Secretary General of the EFS to ensure that all aspects of the Congress are executed in accordance with this agreement and with mutual agreement. No other main decision may be taken without EFS official approval. The Organizer will provide following:
- 2.7.1 There shall be an Opening Ceremony for the Congress. This will involve a welcome by the President of the Congress, dignitaries, President of the EFS, and appropriate seating on stage for all dignitaries of the Congress and the President, Past-President, Vice-President, and Secretary General of the EFS.
- 2.7.2 The Opening Ceremony should be followed by a welcome reception for all participants and the costs of this reception to be included in the registration fee. This should include a buffet meal for each participant (including vegetarian options) and alcoholic beverages, wine and soft drinks and water.
- 2.7.3 The Organizer will host a Presidential dinner for all EFS Executive Committee members (12 members and partners) and selected dignitaries.
- 2.7.4 The organizer will host a social program and a Banquet for all participants of the Congress. These activities will not be included in the registration fee, except for the executive committee members and the PA to the General Secretary.
- 2.8 There shall be 20 guest speakers (from amongst the very best sexologists in Europe - the majority - and the world) to be decided by the Local Congress Scientific Committee in consultation with the EFS Executive Committee. The Organizer will pay for the guest speakers their registration fee, round-trip air ticket from their home to TBC (economy class or higher if negotiated by the speaker) and their stay in the Congress hotel during the Congress days.
- 2.9 The Organizer will provide an appropriate number of workshops during the congress. The workshops and workshop leaders will be decided on by the Local Congress Scientific Committee in consultation with the EFS Executive Committee.
- 2.10 The promotion of the congress will be based on an agreed agenda between EFS and the IX ECS. The agenda is to be decided upon major events of sexuality and related matters around the world.

3. Undertakings of EFS

- 3.1 In addition to the items mentioned previously, EFS agrees to do the following:

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- 3.1.1 Assist the Organizer in promoting the Congress through its Calendar of Events, general correspondence, and newsletter. The EFS will serve as an advisor on mechanisms for Europe-wide publicity.
 - 3.1.2 Serve as a consultant to the Organizer to seek grants and contracts from sponsoring corporations and other entities outside the conference country in support of the Congress and its activities.
 - 3.1.3 Serve as a consultant to the Organizer to seek exhibitors who will agree to participate in the Congress and to rent exhibit space.
- 3.2 Through the President, the Vice-President and Secretary General, oversee the Congress Scientific Committee and help assure a high quality scientific program for the Congress.

4. Undertakings of the Organizer

In addition to the items mentioned in 2.1-2.10, the Organizer agrees to provide the following, either himself or through the PCO or with the collaboration of the PCO (see also the appendix document)...

- 4.1
 - 4.1.1 Develop, publish, and distribute all promotional materials for the meeting.
 - 4.1.2 Seek sponsorship and support of the Congress with International and professional world wide known organizations.
 - 4.1.3 Seek grants and contracts from sponsoring corporations and other entities within and outside the conference country in support of the Congress and its activities, be that Laboratories, Pharmaceutical Companies, Foundations and any other commercial enterprises.
 - 4.1.4 Seek exhibitors within and outside the conference country who will agree to participate in the Congress and to rent exhibit space.
 - 4.1.5 Prepare all arrangements for the Exhibits Program.
- 4.2 Payment of Congress registration fees, travel expenses (round trip tickets, flexible economy class, and hotel expenses at the Congress hotel from one day before until the end of the Congress (day of closing ceremony) for all the members of the EFS Executive Committee, and the PA to the general secretary. There is a possibility of an extra night according to flight schedules of the members of the EFS Executive Committee.
- 4.3 Payment for the organization of the sessions of the General Assembly and the pre congress Executive Committee Meetings held in conjunction with the Congress.
- 4.4 The Organizer himself or through the PCO or with the collaboration of the PCO will provide and cover the cost of an office in the Congress Venue during the Congress. This will comprise of a meeting room with office facilities (computer, photocopier, telephones, fax, internet access) for up to 15 persons for EFS Executive Committee's meetings.
- 4.5 Simultaneous translation of a non-English speaking country must be provided if the number of registrants from those countries is above 60 by one month before the Congress. The registrants must have stated a request that this is provided when completing the registration form. The translation is for all the plenary sessions only.
- 4.6 In the event that the Organizer decides to organize affiliated meetings in the Congress, this will be the sole responsibility of the Organizer.
- 4.7 Organizing and paying for the operation of the Convention Center and all related activities and costs during the Congress.

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- 4.8 Hire and pay all required Congress staff.
 - 4.9 Organizing in himself or through the PCO or with the collaboration of the PCO pre- or post-congress tours.
 - 4.10 Maintain ongoing communication (update of activities) with the President, the Vice-President and the Secretary General of the EFS regarding the organization of the Congress. The organizer will also pay for the cost of traveling for the organization of the event for the President and two officers of EFS as designated by the Executive Committee for at least two pre-congress site meetings.
 - 4.11 The delivery of all other services outlined in the appendix attached to this contract.

5. The Organizer will provide, that the PCO:

- 5.1 Undertakes the duties delegated by the organizer within the host country and is responsible for providing oversight regarding all activities of the Organizer, Registration, Information, EFS, Tours, and Travel Service.
- 5.2 Is the one who agrees to extend all necessary cooperation and assistance to the Organizer and EFS in pursuit of their mutual objective of a successful Congress.
- 5.3 Arranges pre- and post-congress tours in or outside TBC, especially to other parts of the host country. It should also arrange programs for accompanying persons during all the congress days, and at least one free trip included in the registration fee for the accompanying persons participants during the congress.

6. Promotion of the Congress

- 6.1 The Organizer himself or through the PCO or with the collaboration of the PCO shall be responsible for the following activities in support of the Congress.
 - 6.1.1 Encouraging the attendance of sexologists and related professionals at the Congress.
 - 6.1.2 Promotion of the Congress within the Congress country, region and throughout the world.
 - 6.1.2.1 The work schedule plan of activities must be approved by the Executive Committee. A fixed agenda must be constituted one year before the congress.
 - 6.1.3 Encouraging local sexologists to submit presentations for inclusion in the Scientific Program, attend the congress, and participate in all Congress events.
 - 6.1.4 Recruitment of exhibitors which reflect the theme of the congress. Free space will be provided for the EFS exhibition.
 - 6.1.5 Developing a social program in the host city for Congress attendees.
- 6.2 Collaboration with the EFS Executive Committee and the designation of a Congress Scientific Committee to be composed of local sexologists who will work with the Scientific Program Chair and the President of the Congress.
- 6.3 After the Congress, all the abstracts and e-mail addresses of the speakers will be put on the congress web site within one month. The congress website must be maintained until the next EFS congress is held.

7. Registration and Other Fees

- 7.1 All registration fees for the Congress shall be established by the Organizer after consultation with the EFS. The suggested registration fees for the 2008 Congress delegates are €400 six months before the congress, €500 three months before the congress and €600 for on-site registration.
- The suggested registration fees for the accompanying persons are €150 before the congress and €200 for on-site registration.
- 7.2 A reduced registration fee of €200 for all bone fide students and for individuals from developing countries (according to the World Bank categories) before the congress and €250 for on-site registration.
- 7.2.1 Groups over 20 individuals must have a lower registration fee reduced by at least 10%.
- 7.3 The welcome reception and at least one social event should be included in the registration fee. All other activities (e.g., banquet, tours) should be offered at the lowest possible cost.
- 7.4 The cost of all tour and travel related activities within the host city or the conference country shall not be included in the registration fee, but shall be paid for separately by attendees through the PCO.

8. Copyrights

- 8.1 The EFS will retain all rights and entitlements as follows:
- 8.1.1 The right of any kind of visual and audio reproduction and taping of the scientific activities of the Congress - subject to the approval of presenters, for any commercial purpose.
- 8.2 The EFS and SEXOLOGIES the European Journal of Sexology (or the other designated journal publishing the abstracts, see 2.5.2) shall retain the rights to all publications emanating from scientific presentations during the Congress - subject to the approval of all authors.
- 8.3 The opportunities for web casting facilities remain the right for EFS.

9. Miscellaneous

- 9.1 This agreement sets forth all the premises, agreements, conditions, and understandings between the parties hereto and constitutes the entire agreement between the parties under the Law of Contract of the appropriate jurisdiction. No subsequent alterations or amendments shall be binding and valid unless reduced to writing and appended as an approved amendment to this agreement.
- 9.2 Any communications and notices pursuant to the terms of this agreement shall be transmitted between the parties in English. Communications and notices provided in any other language are not binding.
- 9.3 Nothing in this agreement shall constitute or be deemed to constitute a partnership between the parties hereto or that any one party is acting as an official agent of the other.
- 9.4 No financial liability will be made against EFS for any party of the congress whatsoever.

10. Cancellation

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- 10.1 Any cancellation of the agreement by EFS must be in writing and be provided no later than July 31, 2007. The Organizer will not hold the EFS responsible for any monetary loss or hardship imposed by the cancellation of the contract. Failure to abide by the terms of the contract above will allow EFS to revoke the contract after this date on the same terms as stated. The right to cancel by EFS is also extended by specific reason outlined in paragraph 1.11
Any cancellation of the agreement by the Organizer must be in writing to the EFS and be no later than July 31, 2007. Again the Organizer will not hold the EFS responsible for any monetary loss or hardship imposed by the cancellation of the contract. Failure to abide by the terms of the contract above will allow Organizer to revoke the contract after this date on the same terms as stated.

Accepted for the European Federation of Sexology

_____ Date _____
Robert PORTO, M.D.
President of the European Federation of Sexology

_____ Date _____
Antonio PAHLA, M.D.
President - Elect of the European Federation of Sexology

_____ Date _____
Kevan WYLIE, M.D.
Secretary General/Treasurer of the European Federation of Sexology

Accepted for the Organizing Committee of the VIII ECS

_____ Date _____
TBC.
Honorary President of the Congress
President of CSS

_____ Date _____
TBC.
President of the Congress

_____ Date _____
TBC
Chairman of the Organizer (CSSS)

Appendix. The obligations that are to be established between the host society and the PCO.