



INTERNATIONAL SOCIETY OF DERMATOLOGY

Organizing Agreement for the 8th Continental Congress of Dermatology

This Agreement is entered into this __ day of __ (Month), (Year) by and between the International Society of Dermatology, 85 High Street, Suite 8, Waldorf, MD 20602 USA (“ISD”), and Organizer (XXX) _____,
Address: _____.

WHEREAS, the ISD organizes and promotes a Continental Congress on a regular basis, to promote the free exchange of scientific and clinical knowledge;

WHEREAS, the ISD would like to hold the 8th Continental Congress of Dermatology in (City, Country) in 2022; and

WHEREAS, the (XXX) would like to manage, plan, operate, and administer CCD 2022.

NOW, THEREFORE, it is agreed, THAT;

1. CCD 2022 shall be held in (City, Country) on (Month, day), 2022 under the general direction of the (XXX). The ISD shall be the sponsor of CCD 2022, and the (XXX) shall be responsible for the overall management, planning, operation, and administration of all aspects of CCD 2022.

a. The ISD hereby designates ISD Secretary-General (hereinafter referred to as the “ISD Manager”) to represent its interests under this Contract, including without limitation, making all understandings, agreements, and modifications relative to this Contract on behalf of ISD. No individual or entity other than the ISD Manager is authorized to act for the ISD with respect to this Contract unless such authorization is in writing and signed by the ISD President. Acts on behalf of the ISD by persons or entities other than the ISD Manager concerning the Contract are null and void. The ISD requires that all agreements be co-signed by the ISD President, with approval of the ISD Executive Committee.

b. The (XXX) hereby designates Name of XXX designee (hereinafter referred to as the “CCD 2018 Manager”) to represent its interests and manage this Contract on behalf of (XXX). Such representation and management shall include, but not be limited to, making all understandings, agreements, and modifications relative to this Contract on behalf of the CCD 2022. In addition to those set forth herein, the CCD 2022 Manager will be responsible for providing the services set forth in Exhibit A, attached hereto and incorporated by reference herein. No individual or entity other than the (XXX) Manager is authorized to act for (XXX) with respect to this Contract unless such authorization is in writing and signed by (XXX) Manager. Acts on behalf of the (XXX) by persons



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or entities other than the XXX Manager concerning the Contract are null and void.

2. Financial Obligations

a. The XXX shall maintain accounting records for ICD 2022 and provide reports for the ISD Executive Committee meetings (quarterly).

b. The XXX Manager will be responsible for the financial success of the meeting and ensuring that the budget is realistic and balanced. He/She will report any changes and adjustments to the budget to the ISD Manager and the ISD Executive Committee.

c. XXX is required to collect and pay to the ISD a royalty fee (the "ISD Fee") on a per registrant basis. The per registrant fee is based on the host country's per capita Gross Domestic Product (GDP) as determined by the World Bank. The World Bank per capita GDP can be found at <https://data.worldbank.org/indicator/NY.GDP.PCAP.CD>.

The sliding scale of per capita GDP is:

\$30,000 and over	\$100 per registrant
\$10,000-\$29,999	\$75 per registrant
Under \$10,000	\$50 per registrant

Based on the sliding scale, the fee per registrant is US \$XX for each registrant including speakers and participants from industry. Registrations not counting toward the fee may include scholarship recipients, waived registrations, board members, etc. However, the total number of registrations not counted toward the total may not exceed 10% of all registrants. The royalty payment will be made within 90 days of the closing of the CCD. The amount of US \$XX is a set flat fee and cannot be reduced, including by local, state or national taxes.

If a deficit loss occurs as a result of the operation of CCD 2022, the (Society's Name) XXX shall be solely responsible for offsetting the deficit with a sufficient amount of additional funding.



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Up to 8 complimentary registrations will be provided to attending members of the ISD Executive Committee and an additional 3 registrations for invited representatives from regional or international organizations (e.g. International League of Dermatological Societies (ILDS) or the European Society of Dermatology and Venereology (EADV).

d. Six months prior to the meeting, a transfer of US \$15,000.00 shall be made to XXX from the ISD. Such payment shall be made as a grant to the XXX for scholarships for young dermatologists traveling from outside the host country to present at the meeting. If requested, the ISD will retain a portion or all of the funds to distribute at the time of the meeting as scholarships.

Scholarship recipients will be selected by the ISD Education Committee. Scholarship recipients will receive a complimentary registration as an expense of the CCD.

3. The XXX agrees to carry adequate general commercial liability insurance on behalf of the CCD 2022 in reasonable amounts. The insurance should include event cancellation coverage.

4. The XXX will provide a standard, equipped and furnished exhibit booth for the ISD in a visible position at the expense of the CCD 2022 (negotiated with PCO for best price or complimentary) for the ISD to promote its activities.

5. The XXX will include a price differential in the CCD 2022 attendee registration fees that will distinguish ISD members from non-members and encourage the non-members to join ISD at the same time they register. The XXX will make reasonable efforts to ensure that ten percent of the eligible registrants attending the conference join the ISD as members.

The XXX Manager will take all reasonable steps to successfully organize CCD 2022. He/She shall report biannually to the ISD Manager on the preparation of the CCD. The ISD Manager will further communicate and interact with the ISD President and Executive Committee.

6. The XXX Manager will appoint the Organizing Committee of CCD 2022 in consultation with the ISD Manager. The Organizing Committee members must be ISD members in good-standing and should include ISD members from the local organizing committee and a geographical cross-section of the ISD membership.

7. Scientific Committee



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- a. The Local Scientific Committee of the XXX will develop the program in conjunction with the ISD Education Committee. Together they will be called the CCD 2022 Scientific Committee.
 - b. The expenses of the CCD 2022 Scientific Committee will be paid from the CCD 2022 budget. Expenses will include, but will not be limited to, invited speaker expenses, program book, abstract submission software, etc.
 - c. The CCD 2022 Scientific Committee will be responsible for the implementation of the CCD 2022 scientific program, including the call for abstracts and abstract review, the development of session tracks and topics, plenary sessions and other sessions to be determined, the selection of invited speakers, scheduling of the program, the correspondence with lecturers, poster presenters, development of the abstract book and ensuring that the program is in accordance with internationally recognized standards of Continuing Medical Education accreditation and in strict adherence to required financial disclosures. The budget of the CCD 2022 Scientific Committee will be an expense of the CCD. Administrative support for the Scientific Committee will be provided by the XXX organizers.
 - d. The Scientific Committee will have the final decision on speakers and scheduling for CCD 2022.
 - e. The ISD Education Committee will review the scholarship applications and select the scholarship recipients who are required to submit an oral or poster presentation. The scholarships will be distributed onsite at the meeting.
8. The ISD, the XXX, and the CCD 2022 Organizing and Scientific Committee Members will not, either alone or jointly, organize or support during the three (3) months prior and/or following the date of the CCD 2022 any other congresses or similar events which may directly or indirectly compete with, or impinge on, the success of the CCD 2022.
9. Promotional Activities
- a. The ISD will promote CCD 2022 on the official ISD website, in the official journal of the ISD, the *International Journal of Dermatology*, in the *ISD Connection* newsletter and at all international and national meetings where the ISD is represented in an exhibit booth. Printed materials and design for these meetings will be the responsibility and expense of the CCD 2022.



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- b. The XXX will also promote CCD 2022 on their official website, in their publications and at their national meetings as well as regional meetings. Printed materials for these meetings will be the responsibility and expense of CCD 2022.
 - c. ISD Executive Committee Members and the CCD 2022 Organizing Committee Members will actively participate in promoting CCD 2022 to industry supporters and potential exhibitors in order to contribute to the financial success of the congress.
 10. Ownership and Publication Rights
 - a. All data, results, specifications, reports, programs, products, services, and any and all works developed by and for CCD 2022, including, without limitation, the complete registration list and program book in electronic format, shall be the joint property of ISD and XXX (“Intellectual Property”). ISD and XXX both shall have the right to distribute, sell or otherwise use or exploit the Intellectual Property in any way that they may choose.
 - b. The ISD and the XXX will have the non-exclusive right to use any and all registration, exhibitor, and corporate supporter lists developed for the CCD 2022. **The exception is that neither the ISD nor the XXX can sell or give the email addresses of attendees to any other organization or entity, including pharmaceutical companies.**
 - c. Each party hereby grants the other a limited, non-exclusive, non-transferable license to use the other party’s name and logo (“Licensed Marks”) solely for the purpose of planning, promoting, producing, and managing CCD 2022 pursuant to the terms of this Contract. Neither party will have the right to sublicense the Licensed Marks.
 - d. The parties acknowledge that each party retains exclusive ownership in and to its name and logo and membership databases.
 11. This Contract will commence on the date first set forth above and will remain in effect until each party has fulfilled its obligations hereunder. Either party may terminate this Contract prior to October 31, 2019 upon thirty days written notice to the other party; thereafter, neither party may terminate.
 12. XXX will indemnify, defend, and hold the ISD, its officers, directors, the designated ISD manager, members, and agents harmless, free from and against any claims, damages, costs, expenses, and other liabilities incurred by ISD as a result of the negligence or willful misconduct of, or breach of this Agreement by, XXX, the XXX Manager, or XXX’s officers, directors, members, employees, or agents.



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13. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written, between the parties dealing with such subject matter. This Contract may not be amended or modified in any way, except in writing and signed by both parties.

14. The content of this Contract and all information gained by both parties in conclusion or during the course of the CCD 2022, both oral and written, are confidential and should be kept in privacy. The use of membership lists of the ISD, XXX and any other societies that supply such lists will be used only for the purpose of promoting the CCD 2022. The parties, as well as their subcontractors, including, without limitation, PCO, will have a duty to safeguard such information from unauthorized disclosure. This provision shall survive the termination of this Agreement.

15. Both parties represent and warrant that they have no business, professional, personal, or other interests, including, but not limited to, the representation of other organizations that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises during the term of this Contract, each shall immediately inform the other in writing of such conflict and resolve the conflict immediately. Nothing herein shall preclude either party's directors, officers, employees, or other representatives from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Contract, or do not otherwise pose a conflict of interest with such party's obligations under this Contract.

16. This Contract will be governed in all respects in accordance with the laws of the State of New York. In addition, the parties consent to be subject to the exclusive jurisdiction of the state and federal courts of Cook County, Illinois in the event of any dispute between them in connection with this Contract.

17. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and both of which taken together shall constitute one (1) and the same instrument.

18. The contracting parties shall use their best efforts to negotiate in good faith and settle amicably any dispute which may arise out of, or in relation to this Contract or a breach thereof. If any such dispute cannot be settled amicably between the parties hereto within one month of it arising, the matter shall be settled by arbitration. Such arbitration proceedings shall be conducted in Chicago, Illinois and shall be governed by the applicable rules of the State of Illinois and the decision of the arbitrator shall be binding on the parties.



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19. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement.

20. All notices and demands of any kind or nature which either party may be required or desire to serve upon the other in connection with this Contract shall be in writing and may be served personally, by telecopier, by certified mail, or by overnight delivery (e.g., FedEx), with constructive receipt deemed to have occurred two (2) calendar days after the mailing, sending or transmitting of such notice, to the following addresses or telecopier numbers:

If to ISD:

International Society of Dermatology
85 High Street, Suite 8
Waldorf, MD 20602 USA
Fax: +1 386 437-4427

If to XXX:

Address.
Fax:

IN WITNESS WHEREOF, the parties to this Contract have signed and executed this Contract by their duly authorized representatives on the date first written above.

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OF DERMATOLOGY

Host Society

.....
ISD President

.....
XXX President

.....
ISD Secretary-General

.....
2022 CCD Chairman



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Exhibit A

XXX Manager Description

1. For the purposes of this contract the XXX Manager is responsible for the overall organizational management of CCD 2022 and supervises the PCO.
2. The XXX Manager will report to the ISD Manager and ISD President.
3. The responsibilities of the XXX Manager include, but are not limited to:
 - a) CCD 2022 budget
 - b) Timeline of processes of CCD 2022
 - c) Administrative support for Scientific Committee, including scheduling, inviting speakers, etc.
 - d) CME accreditation and evaluation forms
 - e) Exhibitor sales management
 - f) Corporate support solicitation
 - g) Premises lease (conference premises, social premises, etc.)
 - h) Technical equipment rental including assistance
 - i) Interpreting and translations
 - j) Postal fees
 - k) Food and Beverage services
 - l) Marketing the event including information brochure, application form, program and other documents
 - m) Involving local, national and regional societies in the event
 - n) Registration of participants
 - o) Arrangements for pre- or post CCD tours for delegates and tours for guests
 - p) Staffing of the event
 - q) Local transport of participants to/from hotel to convention center
 - r) VIP services
 - s) Exhibit associated services:
 - decoration
 - security service
 - courier
 - dressing rooms and parking
 - social program
 - participants' gifts
 - accommodation
 - t) After the event:



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- Clearing out of premises
- Final evaluation
- CME reports including evaluation summaries (copy of evaluations to be provided to ISD as part of final report)
- Final costs / Financial audit

SAMPLE