

Collaboration Agreement for the International Congress of Dermatology 2025

This Collaboration 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 the _____ (HOST SOCIETY)

WHEREAS, the ISD organizes and promotes an International Congress every 4 years, at which participants from all parts of the world can meet and engage in the free exchange of scientific and clinical knowledge;

WHEREAS, the ISD would like to hold the 14th International Congress of Dermatology of the International Society of Dermatology (“ICD 2025”) in _____ (Country) in 2025; and

WHEREAS, *HOST SOCIETY* would like to collaborate with ISD to host ICD 2025.

NOW THEREFORE, it is agreed, THAT;

1. ICD 2025 shall be held in *City, Country on Dates*. The ISD shall be the sponsor of ICD 2025, and *HOST SOCIETY* shall collaborate with ISD on the overall management, planning, operation, and administration of all aspects of ICD 2025.

a. The ISD hereby designates **ISD Secretary-General** (hereinafter referred to as the “ISD Manager”) to represent its interests and manage this Collaboration Agreement on behalf of ISD. Such representation and management shall include, but not be limited to, making all understandings, agreements, and modifications relative to this Collaboration Agreement on behalf of ISD. No individual or entity other than the ISD Manager is authorized to act for the ISD with respect to this Collaboration Agreement 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 Collaboration Agreement are null and void.

b. *HOST SOCIETY* hereby designates _____, **ICD 2025 President** and _____, **ICD 2025 Secretary-General** (hereinafter referred to as the “*HOST SOCIETY* Managers”) to represent its interests and manage this Collaboration Agreement on behalf of *HOST SOCIETY*. Such representation and management shall include, but not be limited to, making all understandings, agreements, and modifications relative to this Collaboration Agreement on behalf of *HOST SOCIETY*. In addition to those set forth herein, *HOST SOCIETY* Managers 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 *HOST SOCIETY* Managers is authorized to act for *HOST SOCIETY* with respect to this Collaboration Agreement unless such authorization is in writing and signed by the *HOST SOCIETY* Managers. Acts on behalf of *HOST SOCIETY* by persons or entities other than *HOST SOCIETY* Managers concerning the Collaboration Agreement are null and void.

2. Financial Obligations

HOST SOCIETY shall maintain a separate local bank account (termed the ‘ICD 2025’ bank account) and accounting records for collection of all ICD 2025 funds, including, without limitation, ICD 2025 registration fees and sponsorships received from sponsors.

Six comprehensive reports of the ICD 2025 financial and organizational status will be exchanged prior to ICD 2025. These will be reciprocal reports between ISD, and ICD 2025 exchanged by the ISD Managers and ICD 2025 Managers. These reports will be submitted one month before the AAD 2023, 2024 and 2025 meetings and one month before EADV 2022, 2023 and EADV 2024 meetings (and if needed EADV 2025). More frequent reports shall be provided upon request by either party. Additional updates will be presented in person at each of the meetings noted above.

b. ICD 2025 will be responsible for the financial success of the meeting and ensuring that the budget is realistic and balanced. The *HOST SOCIETY* Managers will report any ICD 2025 budgetary changes and adjustments to the ISD Executive Director as they occur.

c. The ISD shall bear no liability under this Collaboration Agreement. If a deficit loss occurs as a result of the operation of ICD 2025, ICD 2025 shall be solely responsible for offsetting the deficit with a sufficient amount of additional funding.

d. ICD 2025 will pay a US \$75,000 License Fee Royalty payment 90 days following the signing of this agreement.

i. The ISD License Fee cannot be reduced, including by local, state or national taxes.

ii. The full amount of the ISD License Fee will be an ICD 2025 expense.

e. Upon the execution of this Collaboration Agreement, a transfer of US \$75,000.00 shall be made within 90 days to ISD from the ICD 2025 bank account. Such payment shall be made in consideration of ISD’s grant of a limited, non-exclusive, non-transferable license fee to use ISD’s name and logo pursuant to Section 11(c) of this Collaboration Agreement. The license fee shall be considered part of the expenses of the ICD, but not an advance on the ISD Royalty Fee.

If payment is not received within 90 days of its signing, the ISD has the right to terminate the Agreement. If the Agreement is voided due to this action, the (Host society) shall not be able to indemnify the ISD of any incurred cost.

f. *HOST SOCIETY* 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

g. ICD 2025 may waive registration fees for up to 10 percent of total registrants. Waived registrations will not count toward the ISD Fee. Registration fees will be waived for the following:

- i. Scholarship attendees including the ISD Maria Duran Fellows and Lecturer, Global Education Awards and Castellani-Reiss Award.
- ii. Scientific Committee Members
- iii. Session chairs if also presenting
- iv. ISD Board members if presenting at a session or playing an active role in the congress
- v. ISD Executive Committee members
- vi. ISD and *HOST SOCIETY* staff members.

h. The ISD will commit \$30,000 from the ICD 2025 budget to award scholarships to young dermatologists (35 years of age or younger at the time of the meeting) attending the ICD 2025, and these scholarships shall be selected by the ISD Education Committee. *HOST SOCIETY* and ISD may provide additional scholarships independently; neither *HOST SOCIETY* nor ISD shall be responsible for funding of the additional scholarships awarded by the other. It is the intent of the *HOST SOCIETY*, depending on the budget, to provide additional scholarship support.

i. Auditor Responsibilities

- i. The ISD and *HOST SOCIETY* Managers will appoint an external auditor to perform an ongoing review and final audit of the ICD 2025. The external auditor will submit to the ISD and *HOST SOCIETY* Managers an annual report of the calendar year-end finances (including statements of financial activities, financial position, and cash flow) and accounting procedures of the ICD 2025, beginning with the first year of this Collaboration Agreement.
- ii. Within 4 months of the completion of ICD 2025, the external auditor will submit to the ISD and *HOST SOCIETY* Managers a final audit which

will include the final statement of financial activities and a statement of financial position.

iii. Given the unpredictability of the international economy, ISD and ICD 2025 understand that certain functions of ICD 2025 may require realignment and delegation with mutual agreement.

3. ICD 2025 will sign a separate contract with the Professional Congress Organizer (PCO), to which ICD 2025 may delegate responsibility for all logistical and administrative aspects of the ICD 2025.
 - a. ISD will not have any liability under the contract between ICD 2025 and the PCO; however, the ISD Managers shall review and approve the contract between ICD 2025 and PCO prior to signing.
 - b. ICD 2025 will ensure that the PCO will follow acceptable international accounting guidelines, including the creation of a budget and annual reporting of the Financial Statement of Activities and a Statement of Financial Position to the ISD and *HOST SOCIETY* Managers following review by an external auditor.
4. ICD 2025 shall obtain adequate general commercial liability insurance on behalf of the ICD 2025 in a reasonable amount of at least one million dollars (US); the premiums shall be an ICD 2025 expense.
5. ISD shall receive the following at ICD 2025 at no charge to ISD:
 - a. A standard equipped and furnished exhibit booth in a visible position for the ISD to promote its activities, the cost of which shall be an expense of ICD 2025 (negotiated with PCO for best price or complimentary).
 - b. Registrations for ISD staff, including booth personnel.
 - c. An adequately equipped, secure office for ISD usage.
 - d. Appropriately equipped meeting room space for ISD meetings, including the two Executive Committee meetings, the Board of Directors Meeting, the Meeting of the ISD Membership, additional ISD Committee meetings, and other events/meetings as mutually agreed by the parties prior to ICD 2025.
 - e. ICD 2025 shall arrange a site visit to the Venue by either the ISD Manager or a designated member of the ISD Executive Committee. The accommodation and travel costs of the ISD representative in connection with the visit shall be an expense of ICD 2025. Total travel expenses for the ISD site visit and for ICD 2025 representatives to promote the meeting will not exceed \$20,000.00.

6. ICD 2025 will include a price differential in the ICD 2025 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 registration pricing will be agreed upon by the ISD and *HOST SOCIETY* Managers. ICD 2025 will ensure that the PCO facilitates an easy-to-navigate registration process that allows the non-member to join the ISD at the time of registration. The new member information will be provided to the ISD office on a regular basis but not less than on a monthly basis once registration commences.

7. *HOST SOCIETY* Managers will appoint the Organizing Committee of ICD 2025 in consultation with the ISD Managers. The Organizing Committee members must be ISD members in good-standing. To promote continuity between the organizations, the ISD Manager shall be included on the Organizing Committee.

8. Scientific Committee

a. The ISD will appoint the Scientific Committee and Chair of the Scientific Committee for ICD 2025 in consultation with *HOST SOCIETY* Managers in accordance with the ISD Bylaws. The committee shall consist of ISD members in good-standing.

b. The expenses of the ICD 2025 Scientific Committee will be paid from the ICD 2025 budget. Expenses will include, but will not be limited to, invited speaker expenses, a printed program book or digital equivalent, and abstract submission software. Travel expenses of the Scientific Chair to attend the ICD 2025 will be paid from the ICD 2025 budget. Hotel accommodations (standard offering) for all members of the Scientific Committee and ISD Executive Committee will be an expense of the Congress; registration fees will be waived for these individuals.

c. The ICD 2025 Scientific Committee will be responsible for the implementation of the ICD 2025 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, correspondence with chairs, lecturers and 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.

d. The Scientific Committee will invite the ISD Board of Directors to speak and make a good faith effort to include them in the program.

e. The Scientific Committee will have the final decision on speakers and scheduling for ICD 2025.

9. The ISD, ICD 2025, and the ICD 2025 Organizing and Scientific Committee Members will not, either alone or jointly, organize or support during the six (6) months prior and six (6) months following the date of the ICD 2025 any other congresses or

similar events which may directly or indirectly compete with, or impinge on, the success of the ICD 2025. The national annual meeting may be held in conjunction with the ICD meeting.

10. Promotional Activities

a. The ISD will promote ICD 2025 on the official ISD website, in the official journal of the ISD, the *International Journal of Dermatology*, and at all international and national meetings where the ISD is represented in an exhibit booth. Printed materials for these meetings will be the responsibility and expense of the ICD 2025.

b. ICD 2025 will also promote ICD 2025 on their official website, in their publications and at their national and regional meetings. Printed materials for these meetings will be the responsibility and expense of ICD 2025.

c. ISD Executive Committee Members and the ICD 2025 Organizing Committee Members will actively participate in promoting ICD 2025 to industry supporters and potential exhibitors in order to make it a financial success.

11. Ownership and Publication Rights

a. All data, results, specifications, reports, programs, products, services, and any and all works developed by and for ICD 2025, including, without limitation, the complete registration, exhibitor, and corporate supporter lists and program book in electronic format, shall be the joint property of ISD and ICD 2025 (“Intellectual Property”). ISD and ICD 2025 both shall have the right to distribute, sell or otherwise use or exploit the Intellectual Property in any way that they may choose provided that neither the ISD nor ICD 2025 can sell or give the email addresses from any and all registration, exhibitor, and corporate supporter lists developed for ICD 2025 to any other organization or entity, including pharmaceutical companies.

b. 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 ICD 2025 pursuant to the terms of this Collaboration Agreement. Neither party will have the right to sublicense the Licensed Marks.

c. The parties acknowledge that each party retains exclusive ownership in and to its name and logo and membership databases.

12. This Collaboration Agreement 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 Collaboration Agreement prior to _____ Date, 2024 upon thirty days’ prior written notice to the other party; thereafter, neither party may terminate early.

13. ICD 2025 will indemnify, defend, and hold the ISD, its officers, directors, the designated ISD Managers, 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 Collaboration Agreement by, ICD 2025, *HOST SOCIETY* Managers, or ICD 2025's officers, directors, members, employees, or agents.

14. This Collaboration Agreement 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 Collaboration Agreement may not be amended or modified in any way, except in writing and signed by both parties.

15. The content of this Collaboration Agreement and all information gained by both parties in conclusion or during the course of the ICD 2025, both oral and written, are confidential and should be kept in privacy. The use of membership lists of the ISD, ICD 2025 and any other societies that supply such lists will be used only for the purpose of promoting the ICD 2025. The parties, as well as their subcontractors, including, without limitation, the PCO, will have a duty to safeguard such information from unauthorized disclosure. This provision shall survive the termination of this Agreement.

16. Each party represents and warrants that it has 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 Collaboration Agreement. If any such actual or potential conflict of interest arises during the term of this Collaboration Agreement, 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 Collaboration Agreement, or do not otherwise pose a conflict of interest with such party's obligations under this Collaboration Agreement.

17. This Collaboration Agreement will be governed in all respects in accordance with the laws of the State of Illinois. 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 Collaboration Agreement.

18. 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.

19. 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 Collaboration Agreement 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 exclusively by arbitration. The arbitration shall be administered by JAMS in accordance with its Streamlined Arbitration Rules then in effect and shall be presided over by a single arbitrator. The demand for arbitration shall be filed within two (2) years after the controversy or claim has arisen, and in no event after the date upon which institution of legal proceedings based upon such controversy or claim would be barred by the applicable statute of limitation. Such arbitration shall be held in Chicago, Illinois, and

each party shall bear its own costs and expenses. Each party shall pay one half of the arbitrator's fees and reasonable expenses. The award through arbitration shall be final and binding upon the parties, and judgment may be entered on the arbitrator's award and enforced in any court having jurisdiction.

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

21. This Collaboration Agreement is also subject to income tax and foreign currency transfer rules of the government of _____ prevailing at the time of fund transfer transactions.

22. 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 Collaboration Agreement shall be in writing and may be served personally, by telecopier, by certified mail, or by overnight delivery (e.g., FedEx, DHL), 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 *HOST SOCIETY*
HOST SOCIETY
Address

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

INTERNATIONAL SOCIETY
OF DERMATOLOGY

ISD President

President, ICD 2025

ISD Secretary-General

Secretary-General, ICD 2025

Host Society President

Exhibits:

- A. Managers Description
- B. Preliminary Budget

Exhibit A - **Managers Description**

1. For the purposes of this Collaboration Agreement, *HOST SOCIETY* Managers is responsible for the overall organizational management of ICD 2025 and supervises the PCO.
2. ICD 2025 Managers will report to the ISD Managers and ISD President.
3. The responsibilities of ICD 2025 Managers include, but are not limited to:
 - a) ICD 2025 budget (prepared by time of signing of contract)
 - b) Timeline of processes of ICD 2025
 - c) Administrative support for Scientific Committee, including scheduling, inviting speakers
 - d) CME accreditation and evaluation forms
 - e) Exhibitor sales management
 - f) Corporate support solicitation
 - g) Premises lease (conference premises, social premises)
 - 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 ICD 2025 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:
 - 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