

AGREEMENT

ISPPD ANNUAL CONFERENCE

As per the provisions in the ISPPD Constitution and Conference Guidelines in force, this agreement between ISPPD HO and _____ (hosting institution) sets forth the terms of hosting Annual ISPPD Conference in the year _____(hosting year)

The Parties

1 Indian Society of Pedodontics and Preventive Dentistry Head Office, A-68, Exotica Villas, Near Asaram Bapu Tiraha, Airport Road, Bhopal-462036(address) herein after referred to as “ISPPD HO” represented by the Honorary Secretary Dr Halaswamy V Kambalimath, and

2 _____ (hosting Institution), hereinafter referred to as the “Hosting Institution” represented by _____(Name) and _____(Name) President and Secretary of the managing committee running the Institution and _____(Name) The Dean/Principal of the Institution. Conference organizing committee represented by _____(Name) Organising Secretary, _____(Name) Organising Chairman and _____(Name) Treasurer, hereinafter referred to as “COC”

Definitions:

1 “Business Meetings” means the formal and informal meetings organized for the business of the respective parties and other associated organizations.

2 “ISPPD Conference” means the Indian Society of Pedodontics and Preventive Dentistry Conference, held annually, to be held at _____ (hosting city) in the year _____(hosting year).

3 “Conference Budget” means all items of expenses which are incurred directly in relation to the conference of an identical or substantially similar nature to those expenses incurred in connection with the previous conference.

4 “Constitution” means the constitution of the ISPPD currently in force at the date of this agreement.

5 “Guidelines” are rules and regulations of the society, which are formed in addition to the ISPPD constitution by the Executive committee, for better administration of the society and are subject to alteration/modification/amendment.

6 “COC” means conference organizing committee, duly elected/nominated as per the constitutional provisions and ISPPD conference guidelines in force as on date.

7 “Corporate Partner” of ISPPD means those organizations, sponsors promoting the mission and aims of ISPPD and working in close collaboration with the pedodontic and/or dental fraternity.

8 “Exhibition” means those booths and stands sold or hired for the display and promotion, and sale of commercial merchandise in the dental industry and dental services.

9 “International” means outside the sub continent of India. “International Participant” means any person attending the conference who does not reside in India.

10 “Interpretation” means the simultaneous and consecutive interpretation of services from and into the agreed languages.

11 “National” means from the sub-continent of India. “National Participant” means any person participating and who resides in India.

12 “PCO” means a professional conference organizer of good reputation and experience for International / National conferences of a similar size or larger than ISPPD Conference.

13 “ECC” means an exhibition construction company of good reputation and experience for exhibitions of a similar size or larger than ISPPD Conference.

14 “Scientific Programme” means lectures, symposia, workshops, limited attendance courses, table clinic, free communications and poster demonstrations offered during the conference.

15 “Trade Exhibition” means the area within the congress where companies / exhibitors and organizations display product and services.

Organization of Conference:

1 The organization, management and finances of the conferences are the direct responsibility of host institution. The hosting Institution shall do nothing which is inconsistent with the ISPPD Constitution and provisions of the Agreement.

2 The conference organization is described in the “ISPPD Conference Guidelines”.

Conference Venue:

1 The hosting Institution through COC shall secure all venues for the scientific programmes, exhibition, business meetings and additional required venues, as deemed necessary from time to time.

2 The hosting Institution through COC shall secure the necessary space for all parts of the Conference and the exhibition through

contracts with the respective organization(s) as required for the pre-conference courses and Opening Ceremony.

3 The hosting Institution through COC shall secure the necessary permissions for venues, programmes, social events, etc. from the Central, State or Local Government and agencies like “ITPO”, “Local Municipal Corporation”, “Police Stations”, etc.

4 The hosting Institution through COC shall secure the necessary space for the preliminary and final schedules of all sessions of the scientific programmes and business meetings. The ISPPD HO must be consulted for the scheduling and space requirements of the business meeting programme.

Participants:

1. Pedodontist, Post Graduate students of the specialty of Pedodontics and Preventive Dentistry, all categories of dental professionals, and post graduate students of various allied specialties of dentistry, Dentists, representatives of the dental trade and industry and other professional groups and accompanying persons attending the Conference.
2. Special invitations to International Participants to the Conference shall be issued by the COC.
3. Special invitations to National Participants to the conference shall be issued by COC.

Scientific Programme:

1. The scientific programme shall be developed and agreed in co-operation with the parties concerned.
2. In consultation with the ISPPD HO and its conference committee, the hosting institution through COC shall be responsible overall for the organization and management of the scientific programme. ISPPD HO shall be responsible for contracting of speakers for Dr B R Vacher award oration.

3. The hosting institution through COC shall be responsible for the on-site management of the scientific programme.
4. The hosting institution through COC shall provide all required technical equipment, technical personnel and support.
5. Flights and accommodation for speakers shall be paid from the conference budget.
6. The speaker's database along with relevant details, viz. CV, title, photographs, presentations, specific requirements, etc., shall be made available from time to time and complete database shall be submitted in acceptable format to HO.

Exhibition, Sponsorship and Advertising:

1. A trade exhibition consisting of an International exhibition and a National exhibition shall be organized during the days of the conference. Discounts scheme, if worked out, on the exhibition booth price (raw space) to the exhibitors of previous years ISPPD and other allied associations / organizations should be mutually agreed upon between parties.
2. An ISPPD HO pavilion shall be provided and paid for from the conference budget.
3. The hosting institution through COC shall draft the floor plan of the exhibition hall and – through a contract with an ECC – for the technical and other local arrangements in relation to the Trade Exhibition. The hosting institution jointly with COC, shall distribute the prospectus. The hosting institution and COC shall be responsible for the promotion of exhibition space, in consultation with the ISPPD HO. The ISPPD HO shall be responsible for the allocation of space and collection of payments from sponsors under various categories. The hosting institution through COC shall be responsible for allocation of space and collection of payments from the exhibitors other than sponsors.

4. The hosting institution through COC shall provide post sales support to all exhibitors through an “exhibitor technical manual” to a standard comparable with other national and international conferences.
5. The hosting institution through COC shall implement and execute all sponsorship and advertising arrangements with the advice of the ISPPD HO, as required and subject to the agreement of the ISPPD HO. Such agreements should not be unreasonably withheld. ISPPD HO may accept any sponsor who is a regular sponsor who is a regular sponsor of conferences, whether on preferential terms or not, and the hosting institution and COC shall accept and deal with those sponsors and other sponsors alike. The ISPPD HO shall collect payments for ISPPD HO negotiated sponsorship in consultation with COC.

Business Programmes:

1. The ISPPD HO and the hosting institution through COC shall organize business meetings before and during the time of conference.
2. The hosting institution and COC shall be responsible for the arrangement required, viz. meeting room space, and technical equipment and ISPPD HO requirements, etc. which shall be to at least the amount and good standard and co-ordination of all national business meetings.
3. Tea, coffee and biscuits for the ISPPD HO identified business meetings shall be arranged by the hosting institution through COC from the conference budget.

Social Programmes:

1. Social and tourist programmes before, during and after the conference shall be arranged by the hosting institution through COC and their appointed PCO / Travel agent.

2. The hosting institution through COC in consultation with the tour operator(s) appointed by hosting institution / COC shall determine and sign the necessary contracts in respect of the social and tourist programmes to be agreed by ISPPD whose consent shall not be unreasonably withheld.
3. An opening ceremony to include a roll-call of Indian States shall be organized by the hosting institution through COC.

Registration:

1. The hosting institution through COC shall be responsible for the pre-registration of all national and international participants.
2. The hosting institution through COC shall be responsible for the co-ordination and final implementation of the process of all international, national and onsite registrations, in cooperation with and according to contract(s) with the appointed PCO.
3. The registration database shall be made available from time to time and complete database shall be submitted by the hosting institution in acceptable format to ISPPD HO.

Hotel Accommodation:

1. The hosting institution through COC shall contract a travel agency / PCO for the management of hotel accommodation for the participants and visitors. The appointed housing bureau will receive and manage all hotel bookings, and accommodation arrangements.
2. The hosting institution through COC shall be responsible for the reservation of sufficient number of hotel rooms and for the arrangements for and contracting of hotels.
3. The ISPPD HO shall provide a list of speakers, personnel and officers requiring accommodation at the respective category of hotels to be funded from the conference budget and the hosting institution through COC shall organize that accommodation. If

there is no space at specified hotel(s), accommodation at an alternative hotel will be acceptable if it is of a quality, standard and proximity.

4. The hosting institution through COC shall provide shuttle bus services between the conference hotels and conference related venues to be funded from the conference budget.

Travel:

1. The hosting branch and COC may contract an “Official” air carrier who will be regarded for this agreement as a sponsor.
2. The hosting institution through COC shall arrange all required local transport.
3. The hosting institution through COC shall establish welcome desk at appropriate locations, i.e., for airport, railway station(s) or equivalent places for all participants.

Promotion, PR and Printing:

1. The hosting institution shall be responsible for national and international promotion of the conference and for the national PR activities in relation to the conference.
2. The ISPPD HO shall propagate the conference through its national news letter - The ISPPD Journal etc., by providing appropriate size and placement and at every available opportunity. The hosting institution and COC shall be responsible to forward the required PR material in requisite format to the ISPPD HO as per the publication schedule.
3. The hosting institution and COC shall have to take prior approval from the ISPPD HO for the barter/sale agreement with any publication(s).
4. Provision shall be made by the hosting institution and COC in the conference budget for the ISPPD HO promotional activities.

5. The hosting institution through COC shall design, produce, print and distribute preliminary and final programmes, the exhibition and sponsorship prospectus, registration forms and all other printed matters in consultation with the ISPPD HO.
6. Any use of ISPPD logo must be approved by the ISPPD HO.
7. Intellectual Properties and License

The parties acknowledge agree that the ISPPD HO is the owner of certain intellectual property including but not limited to

- I. The name, style or brand of “ISPPD”, “Indian Society of Pedodontics and Preventive Dentistry”.
- II. The name style or brand of “ISPPD Conference”.
- III. The ISPPD logo and further that the hosting institution and COC is the owner of certain intellectual property including but not limited to;
- IV. The name, style or brand “ISPPD Conference (Host Institution) _____year”

Accounts:

1. The conference budget shall be proposed by hosting institution and COC, agreed and approved by the ISPPD EC and then managed by the hosting institution and COC. Income and expenditure items to be handled by the hosting institution through COC shall be identified in the budget. The hosting institution and COC shall keep their income and expenditure accounts in connection with the conference separate from their own activities. All conference reports and contracts shall be exchanged on a monthly basis. Both parties shall do their utmost to maximize income and minimize expenditure.
2. The hosting institution and COC shall take financial responsibility for the conference and shall be solely responsible for any and all losses which may occur and shall indemnify and

hold harmless the ISPPD, ISPPD HO and ISPPD EC in respect of all and any claims made by third parties arising out of the conference.

3. Only one bank account shall be opened by COC in the Bank with a resolution from ISPPD HO. Account shall be operated by Chairman, Organizing Secretary & Treasurer. No bank account shall be opened without the knowledge of the ISPPD HO.
4. The bank account opened for the conference shall be closed with a resolution from the ISPPD HO after six (6) months of the conference.
5. All money shall be received in favour of “ISPPD Conference ____year” only and deposited in the designated account opened by COC in consultation with ISPPD HO.
6. All financial transactions and documents related to the conference must be made known to the ISPPD HO and the Conference Secretary.
7. Monthly bank statements shall be sent to ISPPD HO regularly in the first week of every month.
8. The principal sponsorship and other sponsorship shall be negotiated by ISPPD HO. The principal sponsorship and other sponsorship appeal brochures produced by the COC or its agents shall clearly indicate that payment towards sponsorship be made directly to ISPPD HO conference account.
9. At the end of every two (2) months, 50% of the payment received by the ISPPD HO shall be released to the organizing committee’s account.
10. The hosting institution through COC shall be responsible for arrangements for the collection of international, national fees, other national income, agreed sponsorships and advertising revenue.
11. The Hosting branch through COC shall keep proper records of all income and expenses incurred in the absence of

vouching, save in the overriding discretion of the auditors, shall be considered not to have been incurred and shall be disallowed.

12. The Hosting branch through COC shall abide by the rules, i.e., service tax, TDS, etc., of 'The income Tax' authority and shall pay the dues to respective accounts and keep all the records updated which shall be submitted to ISPPD HO along with other details.
13. The Conference accounts shall be audited by ISPPD HO through its appointed auditors only.
14. The hosting institution through COC is directly responsible for accommodation costs for speakers, ISPPD HO bearers as per the conference guidelines and HO staff.
15. Income distributions
 - I. The COC shall pay to the ISPPD HO **Rs 900/- per delegate and Rs 450/- per student delegate** attending the conference. Similarly the COC shall pay to the ISPPD HO **Rs 450/- per delegate and Rs 225/- per student delegate** attending the PG Student convention. This shall be paid to the ISPPD HO in installments beginning nine (9) months prior to the date of the ISPPD conference and the last installment shall be payable one (1) month before the end of ISPPD conference.
 - II. The monies due from para 13.7, 15.1 and all other monies due to ISPPD shall be paid to the ISPPD Treasurer by the COC within two (2) months of the end of the conference together with financial statement of all conference income and expenditure. The accounts shall be audited by the Head Office.
 - III. The final income shall be determined from the Income-Expenditure statement, which shall be submitted by the conference organizing committee within three (3) months from the closing of the conference along with complete details of income, i.e., registration, trade exhibition and

other incomes. The COC shall have to submit all accounts within six (6) months from the date of closing of the conference to ISPPD HO for audit duly signed by the chairman, organizing secretary and treasurer.

16. Losses

a. The hosting institution through COC shall obtain insurance cover to insure the conference and/or ISPPD HO from the following minimums:

- All and any third party claims in relation to the conference ongoing and
- Cancellation of all or part of the conference for reasons outside the control of either party,

And hosting institution through COC shall ensure that the ISPPD's interest are notified to the insurer and if possible noted on the policy and in the event shall direct that the insurer make payments to ISPPD HO consistent with the arrangements set out in this agreement.

b. In the event of the conference expenses being not met by the COC, the host institution shall be responsible to make the payment for the expenses and the ISPPD HO shall not be responsible for losses and/or expenses and /or payments to vendors towards the conference.

Miscellaneous:

1. As per the provisions in the ISPPD Constitution and Conference Guidelines in force, this document contains and set forth the agreement of the parties. It may not be modified or changed orally, but by an agreement in writing, signed by both parties and shall be binding upon the ISPPD HO and the hosting institution and COC and their legal representatives, successors and assignees.

2. The ISPPD HO and the hosting institution and COC each agree to indemnify and hold harmless the other party from and for any and all claims, injuries, damages, losses, fines, penalties, cost and expenses (including but not limited to reasonable legal fees) that the aggrieved party may sustain in any manner through the indemnifying parties misconduct, negligence or breach of this agreement.
3. This agreement may be terminated by agreement between the parties or in the event of acts or war, force majeure, or should either party become insolvent or materially breach the terms of this agreement.

Responsibility and Legal Status:

1. The ultimate responsibility for organization of the conference finances and accounts and finance shall solely rest with the COC and the host institution. This does not in any way change the conditions that the host branch is only organizing the conference on behalf of the ISPPD HO. The host institution shall still have to abide strictly by the rules, regulations as laid down in the Conference Guidelines Manual and any other conditions stipulated by the ISPPD through the Executive Committee.
2. On all matters related to ISPPD Conference, the decision of ISPPD EC shall be binding on the COC and host institution.
3. In case of any dispute, the aggrieved party must first approach the ISPPD HO and the Executive Committee.
4. The Courts which shall have jurisdiction on any dispute, shall be the Courts in the jurisdiction of the ISPPD HO, i.e. Registered Head Office of the ISPPD, where the Hon Secretary resides and practices and not any other part of the country.
5. The hosting institution or COC or its agents shall in such instances indemnify the ISPPD HO in advance for any cost which may be incurred by it if the matter incurred legal fees

and/or has to be settled in the court of law in the jurisdiction of the ISPPD HO.

6. All the agencies shall be confirmed subject to satisfactory completion of all contracts and agreements with the COC and verified by ISPPD HO. All copies of agreements shall be sent to ISPPD HO prior to signing. Consent has to be obtained from the conference secretary and members.
7. All disputes between the members inter se; members and outsiders; Society and members and Society and outsiders concerning the business of the society, and/or bylaws; guidelines/ rules and regulations and constitution of the Society shall be subject to arbitration as provided under bylaw, guidelines/ rules and regulations of the ISPPD.
8. The entire contract between the Society and the outsiders shall be subject to arbitration as per the arbitration procedure provided in the bylaws, guidelines / rules and regulations of the ISPPD.
9. Interpretations: The interpretation of the ISPPD Constitution and Conference Guidelines shall be solely done by the ISPPD Constitution committee, if required.
10. Exclusion of jurisdiction of Civil Court: All dispute(s), arbitration and legal proceeding of any matters of the society can be initiated / commenced by the member(s); institution and outsiders concerning functioning / business of ISPPD and/or Bye laws; guidelines / rules and regulations and any matter relating to constitution of ISPPD only at the place where the Hon Secretary of ISSPD resides and practices at the time of cause arises and not any where else.

In view of the arbitration clause for all disputes and grievances by a member(s) or an institution, the remedy to approach for a decree in Civil Court is barred. All such dispute and grievance shall be decided only by Arbitration. If any member or institution persists to file any

suit, which can be questioned as to its jurisdiction and maintainability, it shall be filed against the ISPPD, HO represented by the Hon Secretary in the city where his office is situated and not any other place in India.

This agreement is made and entered into this ____ day of ____ 2015

For ISPPD HO

1) Hon Secretary

2) Institution name and address

Dean/Principal

President _____

and Secretary _____

Of the trust running the Institution.

Conference Organising Committee

Chairman, COC _____

Hon Secretary COC _____

TreasurerCOC_____