PARTNERSHIP OPPORTUNITIES

You are cordially invited to participate in the 2017 IEEE Brain Initiative Workshop on Advanced NeuroTechnologies for BRAIN Initiatives (ANTBI). This workshop provides a forum for interdisciplinary, technical exchange for brain initiatives and research. You will have unique opportunities to interact with experts and leaders from industry, government, and academia on key research, development, and policy issues.

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1. PURPOSE The main purpose of IEEE Brain Initiative Workshop on Advanced NeuroTechnologies for BRAIN Initiatives (ANTBI) is educational and the exhibits together with the technical sessions are vital elements of this process. Management and the Exhibitor agree that the purpose of the exhibit is educational, and will conduct them accordingly. The exhibits shall be arranged so as not to obstruct the view of any kind sustained through the exhibition, except for those caused by the acts of negligence or willful misconduct of IEEE Brain Initiative Workshop on ANTBI Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

2. EXHIBITION OPERATING RULES AND REGULATIONS Exhibitor agrees to be bound by the rules and regulations established herein by reference; provided however, that in the event of a conflict between any other document related to the IEEE Brain Initiative Workshop on ANTBI and this agreement, this agreement shall control. This document outlines the conditions under which Exhibitors agree to participate and will be strictly enforced by Management.

3. FIRE, SAFETY AND HEALTH The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Exhibitors must construct booths in such a manner that will reasonably accommodate expected attendees within the confines of their licensed exhibit space. No unaccompanied or unsupervised minors; under the statutory age of legal consent shall be allowed in the exhibit hall at any time.

4. UNION LABOR Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

5. INSTALLATION AND DISMANTLING OF EXHIBITS Exhibits must be completely installed and finished prior to the scheduled exhibition opening date and time and must remain in place until the show closes.

6. FILM, SOUND, DEVICES AND LIGHTING Photography, purpose video recording of any kind are prohibited on the IEEE Brain Initiative Workshop on ANTBI exhibit floor. The IEEE Brain Initiative Workshop on ANTBI and/or videographer is exempt. The use of Video, sound, or lighting devices within the exhibits licensed space require advanced written approval from IEEE Brain Initiative Workshop on ANTBI management. IEEE Brain Initiative Workshop on ANTBI reserves the right to prohibit or restrict the use of any equipment that disturbs the peace or order of the exhibit event. Where approved the exhibitor must (1) comply with requirements of union labor outlined in section 6 above; (2) Audio must be tuned to conversational level (75dB max) and not create excessive noise; (3) Glaring lights, objectionable lighting effects are prohibited.

7. SUBLICENSING OF SPACE The Exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to Exhibitor or have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use any exhibit space unless said company or unit is a subsidiary, parent, or affiliate of the Exhibitor.

8. OFFICIAL CONTRACTORS The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No Exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge IEEE Brain Initiative Workshop on ANTBI, IEEE Brain Initiative, IEEE, or any subsidiary, parent, or affiliate for the services performed by such subcontractors; and (c) indemnify IEEE Brain Initiative Workshop on ANTBI, IEEE Brain Initiative, IEEE, or any subsidiary, parent, or affiliate against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.

9. EXHIBITOR PERSONNEL AND OTHER CONSIDERATIONS IEEE Brain Initiative Workshop on ANTBI reserves the right to prohibit, remove, or exclude any exhibitor, exhibit, or part of an exhibit that in the judgment of IEEE Brain Initiative Workshop on ANTBI management may detract from the exhibition as a whole. This includes but is not limited to:

   a. Distribution of advertising matter and souvenirs outside of the exhibits licensed space.
   b. Use of Balloons is prohibited
   c. Use of Live animals is prohibited, including fish or other tank-confined displays. Service Animals are exempt
   d. Use of Live animals is prohibited
   e. Improperly attired persons are not allowed to enter the building. Inappropriate forms of advertising, including but not limited to, awakening, are prohibited.
   f. Booth activities, costumes, or presentations which are socially offensive, racist, sexist, or intend to exclude any attendee, exhibitor, or participant are prohibited.
   g. Tampering with another exhibitor’s booth or equipment is prohibited.
   h. Failure of an exhibitor to meet the Professional Dress Code is grounds for immediate removal of the offending person from the exhibit hall. Models, demonstrators, hosts/ hostesses, and other employees and personnel in the exhibit hall must be attired in business formal or business casual attire. The use of costumes is limited to theater presentations only.
   i. Exhibits must be staffed at all times during the show hours.
   j. Exhibitors should act courteously and welcoming to all attendees.
   k. All display material, signs, etc. must be professionally produced.
   l. Promotion, advertising, or otherwise displaying information or invitations to seminars, meetings, or events that may be considered by Management to be conflicting with or contradictory to the exhibition as a whole are prohibited.
   m. Exhibitors agree to obtain Management approval for advertisements and promotions in the vicinity of the convention center as defined in Section (12) of this document. Vehicles, vans, trailers, or any other vehicles used for advertisement and display may not be parked on the exhibit property or any property contiguous to or abutting on the exhibit property.
   n. Canvassing in exhibitor halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is prohibited.

10. LIABILITY AND INSURANCE The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, IEEE Brain Initiative Workshop on ANTBI management, IEEE Brain Initiative, IEEE, or any subsidiary, parent, or affiliate, or the National Housing Center and its employees and agents, against all third party claims, losses and damages of any kind sustained through the exhibition, except for those caused by the acts of negligence or willful misconduct of the Exhibitor, or participant are prohibited.

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   b. Use of Balloons is prohibited
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   n. Canvassing in exhibitor halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is prohibited.
11. INSURANCE REQUIREMENTS. All exhibitors participating in the IEEE Brain Initiative Workshop on ANTB1 are required to obtain a general public liability insurance in the amount of one million USD per occurrence. IEEE Brain Initiative Workshop on ANTB1, IEEE Brain Initiative, IEEE, or any subsidiary, parent, or affiliate and the National Housing Center shall be named as additional insured on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best Guide rating of A or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protection for employees in accordance with laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

12. CONVENTION CENTER AND HOTEL PUBLIC SPACE. Management maintains control of all space in the convention center and official IEEE Brain Initiative Workshop on ANTB1 hotels (defined as those hotels with which IEEE Brain Initiative Workshop on ANTB1 has a room contract and is listed as a “participating hotel”) to which the exhibitor may use written permission from IEEE Brain Initiative Workshop on ANTB1 for use of any meeting rooms, hospitality suites and/or function space.

13. UNOCCUPIED SPACE. Management reserves the right, should any Exhibitor’s licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

14. INABILITY TO PERFORM. If IEEE Brain Initiative Workshop on ANTB1 be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the Exhibitor to occupy its space due to circumstances beyond its control, IEEE Brain Initiative Workshop on ANTB1 will refund to the Exhibitor the amount of the license fee paid by them, and IEEE Brain Initiative Workshop on ANTB1 shall have no further obligation or liability to the Exhibitor.

15. OBSERVANCE OF LAWS. Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable governmental authority and all rules of the National Housing Center. Exhibitor is required by the applicable state laws to be solely responsible for the collection and remittance of any sales, use and other taxes imposed on them.

16. ASSIGNMENT OF EXHIBIT SPACE. Management shall assign the exhibit space to the Exhibitor for the period of the exhibition (provided the exhibit building is made available to Management) in priority order based on the IEEE Brain Initiative Workshop on ANTB1 priority rules and/or receipt of contract. Such assignment is made for the period of this exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made for Exhibitor to have space choices whenever possible, but Management’s decision will be final. Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor’s product or service is not eligible to be displayed in this exhibit, provided, however, that Management will refund to the exhibitor any fees paid by Exhibitor.

17. AMENDMENTS. The regulations have been formulated for the best interest of the Exhibitors as well as this exhibition and IEEE Brain Initiative Workshop on ANTB1. All matters and questions not covered herein are subject to the decisions of IEEE Brain Initiative Workshop on ANTB1 Management. This contract may be amended at any time by Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. IEEE Brain Initiative Workshop on ANTB1 Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition.

18. ATTENDEE LIST AGREEMENT. Subsequent to the IEEE Brain Initiative Workshop on ANTB1, following the written request of the exhibitor, IEEE Brain Initiative Workshop on ANTB1 Management shall send to the Exhibitor a list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor’s own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever.

In the event of any violation of this agreement by the exhibitor, and in addition to all other remedies, Management may deny the exhibitor any participation in future IEEE Brain Initiative Workshop on ANTB1 and/or IEEE Brain Initiative events.

19. PUBLICITY. Management may use Exhibitor’s name and any non-confidential materials provided by Exhibitor on Management’s website, and for internal and trade purposes, but only for the purposes of promoting this exhibition.

20. DEPOSITE AND CANCELLATION POLICY. Full payment is due at the time of registration on or before the date noted on referenced on conference publications or forms; whichever is sooner. Contracts received after the published deadline will be responsible for 50% of the amount due. The event Exhibitor pays a licensing deposit but fails to pay the full balance of the licensing fee by the published due date, Management has the option of either: (1) cancelling this contract, in which case Exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee. Exhibitors with contracted space as of 10/30/2017 are liable for 100% of the license fee for the contracted space. Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies Management in writing of its intent to cancel, in which case Exhibitor’s obligation to pay shall as be set forth below. Any amount payable to IEEE Brain Initiative Workshop on ANTB1 pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor reduces space, Exhibitor shall be obligated to pay the licensing fee for the amount of space reduced as set forth in the cancellation schedule below. However, Exhibitor shall not be permitted to reduce space unless Exhibitor has paid all amounts owed to IEEE Brain Initiative Workshop on ANTB1, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to IEEE Brain Initiative Workshop on ANTB1, associated with late cancellation or reduction of space.

21. CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE 1/1/2017 to 8/30/17 No Penalty on cancellation of reduction of licensed space. 50% of the total license fee for cancellation or reduction in space. After 8/30/17 exhibition space. After 100% of the total license fee for cancellation of reduction in exhibit space. No refund or credit at any time.

The IEEE Brain Initiative Workshop on ANTB1 office must be notified in writing by the Exhibitor of any cancellation or reduction in space. In the case of a merger and/or acquisition all payments received will be transferred to the participants, and together with the list of names and addresses of registrants, will be charged a penalty based on the above cancellation forfeiture schedule. The Exhibitor assumes entire responsibility and hereby agrees to indemnify IEEE Brain Initiative Workshop on ANTB1, IEEE Brain Initiative IEEE, or any subsidiary, parent, or affiliate, IEEE Brain Initiative, IEEE, or any subsidiary, parent, or affiliate for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and services for the IEEE Brain Initiative Workshop on ANTB1, including the participating hotels shall be cancelled immediately upon notification of cancellation of exhibit space at the IEEE Brain Initiative Workshop on ANTB1. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.

22. MISCELLANEOUS. This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising from this contract shall be the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor’s responsibility to understand the guidelines governing Exhibitor participation as set forth in this contract. Please refer to these when necessary or call the IEEE Brain Initiative Workshop on ANTB1 management office for further information.
I am a representative of the organization named below and am authorized by said organization to enter into an agreement with IEEE, as indicated above, and I have carefully read and accept the terms and conditions herein.

Partnership Level: ☐ Gold ☐ Silver ☐ Basic

Authorized Signature: ____________________________________________________________

Authorized Printed Name: ______________________________________________________

Organization Name: ____________________________________________________________

Date: ________________________________________________________________________

Please submit form to brain@ieee.org