

Agreement between IASP and IASP 2022 World Conference Host

1. Purpose of the Agreement

The International Association of Science Parks and Areas of Innovation (IASP) and Cartuja Science and Technology Park (hereafter 'PCT Cartuja' or 'the Host') have agreed to work together to hold the 2022 IASP World Conference on Science Parks and Areas of Innovation (hereafter the "2022 IASP World Conference" or "Conference"). To organise this conference, IASP has engaged the services of AIM Group International as the association's core PCO. IASP and AIM have a separate agreement to that end and this agreement describes the understandings and commitments to this collaborative effort between IASP and the Host only.

2. Scope and Duration

As IASP and PCT Cartuja work to plan, prepare for, and hold the 2022 World Conference, this agreement will guide the collaboration for the period beginning as soon as this agreement is signed and ending 120 days after the close of the conference.

3. Role of the Host organisation

3.1 Organising Committee

PCT Cartuja will appoint at least one, but no more than three representatives of their organisation to work together with IASP as main contacts on this project. Such representatives will be authorized to speak on behalf of their organisation in discussions relating to the conference. PCT Cartuja will ensure that their representatives at this Organising Committee are always up to date on any decisions that the management of PCT Cartuja may have made regarding the conference. Additional staff may assist, acting under the guidance of the main contact(s). IASP will inform PCT Cartuja of its own representatives.

3.2 Promotion of the conference

PCT Cartuja will be the primary organisation responsible for attracting delegates from local and national innovation ecosystems, and for promoting the conference at a local, regional and national level using their own networks and database of contacts. The content of local promotional campaigns is subject to IASP approval. The IASP logo should always be the main logo of the conference, and as such always be placed in the most prominent position in any promotional and conference related materials. Due visibility will also be given to the Host logo. IASP and PCT Cartuja will draft a promotional plan with activities and expected promotional efforts to be carried out in due time.

IASP and AIM will focus their promotional efforts mainly at an international level, but not excluding promotional actions at local and national levels whenever considered beneficial to the conference, and without coming into conflict with the promotion carried out by the Host. For broader exposure, the Host is always welcome to support any international promotional opportunities (such as other IASP events or own international travel) at their own cost.

PCT Cartuja will receive global visibility in any promotional actions carried out by IASP and AIM before, during and after the event, including in conference materials, proceedings publication and post-conference video materials, as well as a significant presence in this international forum, raising the profile of their organisation on the world stage.

3.3 Press and communication

Prior to and during the IASP 2022 World Conference, PCT Cartuja is expected to provide support to IASP and AIM in securing the widest and best possible level of coverage of the Conference in the local media (appearing in local newspapers, sharing press releases at a national level, ensuring visibility in local media, etc.), also reaching a national and international scale whenever possible.

IASP will run the dedicated social media accounts relating to the conference, and PCT Cartuja will provide engagement and support from their own accounts to give a local touch.

3.4 Provision of materials for IASP and AIM's global promotion

PCT Cartuja will also support IASP and AIM's global promotional efforts by providing visual materials of the conference destination (photos and video footage, preferably made specifically for the conference) for ongoing promotion and for use on the conference website, all subject to IASP approval. PCT Cartuja is encouraged to involve their local convention bureau or city authorities in order to gather the relevant materials and secure any additional promotional activity or support they could provide.

3.5 Technical tours

PCT Cartuja must develop and coordinate offsite technical tours of the science park, innovation hubs and a selection of their companies, or other locations at the conference destination linked to the AOI/STP industry that could be of interest to conference attendees, with all costs relating to these tours to be borne by PCT Cartuja or by the local innovation locations receiving the delegates. PCT Cartuja and the innovation locations included in the technical tours will have their own agreement to cover this. IASP and AIM will provide PCT Cartuja with the final number of technical tour attendees by a mutually agreed deadline. Such tours will be optional but open to all delegates as part of the registration. In coordination with IASP and AIM, the Host must ensure that technical tours do not clash with the conference programme.

3.6 Conference logistics

PCT Cartuja will work with local suppliers and with the main airport and transportation hubs to inform them of the Conference and connect key contacts to IASP and AIM where applicable (e.g. to coordinate welcome signage, involve local businesses in the event, etc).

3.7 Volunteers

PCT Cartuja will provide local volunteers to be onsite from the opening of registration to the close of the conference to greet attendees and offer assistance in finding session locations, venue amenities, or amenities around the venue. The number of volunteers required will be confirmed in consultation with IASP and AIM once the venue and expected number of attendees is established. IASP and AIM will share with PCT Cartuja a timeline for receiving the list of volunteers and their individual availability to coordinate their participation in the conference. It is the responsibility of the Host to make sure that all volunteers collaborating with this event have the necessary documentation and that insurance policies against accident or civil responsibility are in place, in accordance with local law. IASP is not liable for any incident that may occur in relation to this clause. IASP and AIM will be responsible for the final onsite coordination and briefing the volunteers.

3.8 The Host will be called upon, in an advisory capacity, to give input on venues, hotels, tours and logistics when deemed appropriate. However, the actual negotiations with all these organisations are the exclusive competence of IASP or AIM, unless otherwise agreed with PCT Cartuja.

3.9 PCT Cartuja will work with IASP to propose the names of local or international speakers for the Steering Committee to discuss their inclusion in the programme, subject to IASP approval. IASP will share with PCT Cartuja a timeline in due time, including the main milestones and deadlines related to the scientific programme.

3.10 Steering Committee:

- a. IASP will establish a Steering Committee for preparing the main programme of the conference, selecting invited speakers, reviewing abstracts and papers, and for the general control of the professional quality of the conference. The head of the Committee is the IASP CEO, acting as Secretary of the Committee.
- b. PCT Cartuja will propose at least two, but no more than seven persons/representatives within their own network of contacts to form part of the Steering Committee. These representatives will collaborate in all the Steering Committee tasks including (but not limited to) programme drafting, review of abstracts and papers submitted, invited speaker suggestions, and participation in virtual and in person meetings as required.

- c. These representatives will be selected by PCT Cartuja according to their expertise, field of work and knowledge of the topic selected as the main theme of the Conference. The list of proposed Steering Committee members will be sent to the IASP Headquarters within 15 days of PCT Cartuja being notified of the main theme of the conference, which is usually set 18 months before the conference takes place.

The Steering Committee has an advisory capacity and its suggestions must have the approval of the Secretary of the Committee, who represents IASP.

The Steering Committee will hold at least 2 meetings prior to the conference, at least one of these preferably held at the site/destination of the conference where applicable. For marketing reasons PCT Cartuja may wish to hold one or more of these meetings in the Host city and therefore may offer to bear full or partial costs of these.

Meetings will be as follows:

Meeting 1 – Usually 3 months before the launch of the Call for Contributions

To draft the main programme of the conference based on the main theme chosen by the IASP Board of Directors: session themes and subthemes, theme tracks, types of sessions and sessions' programme flow, elaboration of the call for contributions, suggestions for keynote and invited speakers, etc.

Meeting 2 – After the papers' evaluation is completed

Discussion and decisions based on the results of the evaluation of the proposals; proposals approved and rejected; composition of final sessions.

3.11 PCT Cartuja will attend the IASP world conference in the year prior to their own (virtual in 2021), in order to promote the upcoming conference and the destination. PCT Cartuja will be responsible for staffing a booth and ensuring some promotional gifts from the Host city will reach delegates visiting their booth. Given the virtual format of IASP 2021, such gifts can be downloadable e-presents or shipped by mail at PCT Cartuja's expense. IASP will provide the conference-specific printed material (virtual flyer, save the date e-leaflet or similar) for handing out at the booth, and IASP will provide a standard booth free of charge, to guarantee proper visibility. Upgrades to the booth may be made at PCT Cartuja's expense.

3.12 Any additional commitments which PCT Cartuja have put forward are considered legally binding, negotiated separately and indicated in an annex to this agreement (Annex 2).

4. Special Host benefits during the conference

4.1 PCT Cartuja will receive 8 complimentary registrations for their staff and 10 additional registrations for their stakeholders and key contacts, to attend the full conference (scientific programme and social events). If more are required, these can be purchased at the lowest available fee.

4.2 In addition to the above, PCT Cartuja will receive 50 complimentary passes for the following conference functions:

- a. 20 passes for the Welcome Reception.
- b. 20 passes for the Opening Ceremony. Seats in the front rows will be reserved for them, and up to 3 of the highest-ranking local authorities and the highest representative of PCT Cartuja will be seated on stage along with IASP officials during the opening ceremony. The final composition of the presidential table and seating order will be decided by IASP in consultation with PCT Cartuja.
- c. 10 passes for the Gala Dinner. From these 10 passes (or the 6 complimentary registrations) PCT Cartuja will have a maximum of 6 VIP seats reserved for the highest ranking PCT Cartuja officials during the Gala Dinner, as designated by PCT Cartuja.

4.3 PCT Cartuja will get one standard booth in the exhibition area in a high visibility location, free of charge. Upgrades to the booth may be made at PCT Cartuja's expense.

5. Financial support to the conference

5.1 A conference sponsor is an organisation, institution, company or person who offers financial support to the event, regardless of whether this support is offered for the conference in general or for a specific part of it.

5.2 IASP will approach and negotiate with suitable organisations worldwide to secure their sponsorship for the Conference.

5.3 For the sake of clarity, the following three categories will be considered for sponsors:

- a. Grants: financial support coming from institutions and governments/government agencies. They will provide financial support to the conference in return for visibility (additional passes for their representatives, VIP seats, slots for institutional speeches, etc)
- b. Commercial sponsorships and exhibition sales: interested parties will purchase one of the sponsorship packages, or provide financial support expecting certain services in exchange, such as a booth at the exhibition, visibility in conference materials, promotional opportunities, etc.
- c. Sponsorship in kind: providing items for the conference such as meals, gifts, tours, evening functions, keynote speakers, etc.

For the purpose of this agreement, the clauses below apply only to commercial sponsors (as of point b above).

5.4 PCT Cartuja is encouraged to also approach and negotiate with conference sponsors (mainly local and national), but they must obtain the approval of IASP prior to concluding an agreement with any potential sponsors to ensure that there are no conflicts of interest with other sponsors IASP may have already engaged or is about to engage: IASP will not unreasonably withhold this approval. Nevertheless, IASP has the right to not approve sponsors who are already a specific target, or a current or past sponsor of IASP or the IASP World Conference, or if for whatever reason IASP feels that such sponsors are in contradiction with IASP's objectives or values. PCT Cartuja may also invite IASP to participate in negotiations if they wish. In all sponsorship deals, the Host acts only as a broker and any contracts or agreements related to the sponsorships will be signed between the sponsor and IASP; exceptions for signing for public grants can be discussed with IASP on a case-by-case basis.

5.5 PCT Cartuja may either use the IASP's conference sponsorship package to engage in negotiations with potential sponsors, or make different proposals, if felt to be better than the ones specified in such package. Any deals not listed in the IASP package must have prior approval from IASP.

5.6 PCT Cartuja will receive a percentage of sponsorship money that they secure via direct negotiation, regardless of whether IASP is also invited to participate in these negotiations. These sponsorship fees will be paid as follows:

- If the total gross amount of sponsorships obtained via the Host is 40,000€ or less, PCT Cartuja will receive 5%
- If the total gross amount of sponsorships obtained via the Host is above 40,000€, PCT Cartuja will receive 10%

5.7 The total amount due will be paid by the sponsor to IASP, who will manage the overall sponsorship packages, and the corresponding percentage will be paid to PCT Cartuja only after the final financial reconciliation and settlement of the conference accounts. This will happen within a maximum of 120 days of the closing date of the conference.

6. Organisational & financial structure

IASP holds full rights and assumes the financial risk related to the organisation of the IASP 2022 World Conference in Seville. With the exception of elements detailed above, IASP maintains the sole responsibility of delivering the scientific programme and social events of the IASP 2022 World Conference in Seville with AIM as the professional conference organiser. IASP and AIM maintain a separate agreement that governs AIM's responsibilities.

7. Accountability process and problem solving:

IASP and PCT Cartuja will hold at least one monthly meeting to coordinate and jointly evaluate preparations for the 2022 World Conference, including progress toward meeting commitments.

8. Force Majeure

Should any circumstances due to "force majeure" occur at any time before the dates set for the conference, making it advisable to cancel the event, the IASP governing bodies are the only ones entitled to make this decision. In these cases, neither IASP nor PCT Cartuja will be held accountable for any economic compensation derived from eventual losses caused by the cancellation of this event. Cancellations due to the evolution of the COVID pandemic, travel restrictions, lockdowns, or other such restrictions that clearly prevent the conference from attracting a reasonable number of delegates will also be considered force majeure.

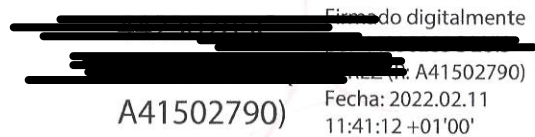
9. Legal jurisdiction

This contract is construed under Spanish law and principles and therefore, Parties herein agree that all disputes arising out of or in connection with the present Contract shall be settled by Courts in Malaga (Spain).

In Malaga and Seville, 10/02/2022

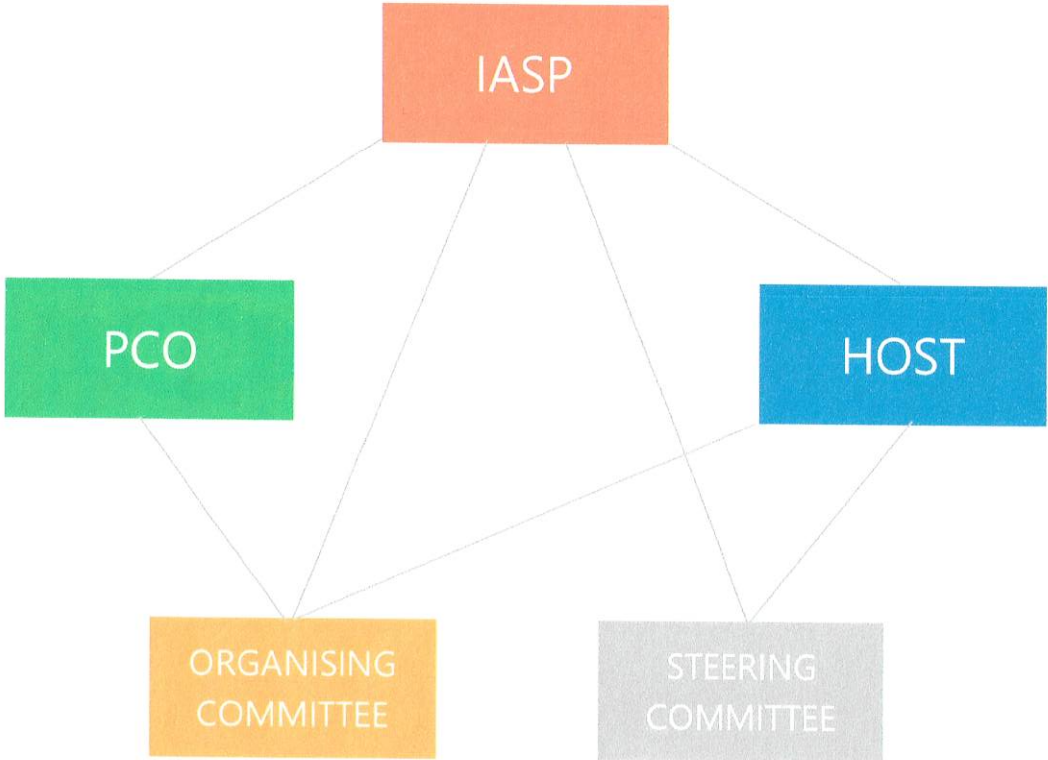
A blue logo for IASP is partially visible behind several lines of black redaction marks.

IASP CEO

A red digital stamp is visible over the signature area. The stamp contains the text: "Firmado digitalmente", "(N. A41502790)", "Fecha: 2022.02.11", and "11:41:12 +01'00'".

Director General, PCT Cartuja

ANNEX 1 – Organogram



ANNEX 2 – List of extra items

In addition to the obligations listed in the agreement, PCT Cartuja hereby commits to provide the below items, as per clause 3.12 signed between IASP and the 2022 World Conference Host PCT Cartuja:

- ✓ Pay for the venue of the Informal Dinner at The Navigation Pavilion
- ✓ Provide a gift to all speakers (local products)
- ✓ Provide a gift to all delegates, to be included in the delegate bag (local products)
- ✓ Pay for the venue, catering and entertainment of the Gala Dinner at Plaza de España

In Malaga and Seville, 10/02/2022



[Redacted Signature]

IASP CEO

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Director General, PCT Cartuja