



## ICASSP 2021 Terms and Conditions

### 1. Contract

This application, properly executed by the Applicant (the "Applicant") named in this application (the "Application"), shall upon written acceptance by the management team (the "Management") of The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE") constitute a valid and binding agreement between the parties. The Applicant agrees to be bound by the rules and regulations established in this Application. This document details the conditions under which the Applicant agrees to contract with IEEE and will be strictly enforced by IEEE.

### 2. Terms of Payment

Full payment must be provided within 30 days of receipt of the invoice.

Webpage announcement and logo will not be posted until payment in full has been received. A completed application with full payment and all requested information should be submitted.

Applicant agrees to accept billing for any charges rendered during the conference in conjunction with services performed or administered by the Conference and requested by the Applicant. All such charges are due and payable in full within 30 days of receipt of an invoice.

### 3. Cancellations & Refunds

The Applicant must notify IEEE in writing of any cancellations. Cancellations are not effective until notice has been received in writing by IEEE and permission to cancel granted by IEEE.

In the event of cancellation by the Applicant, the Applicant will be eligible for a refund according to the following schedule:

- 50% of total booth cost for Cancellations on or before April 5, 2021.
- No refund will be granted after April 5, 2021
- Conference reserves the right to reassign space, if applicable, withstanding the cancellation fee.

In the event (i) the site of the conference shall, in the sole discretion of IEEE, be unfit for occupancy or substantially interfered with by reason of any cause(s) not within the control of IEEE; or (ii) in the sole discretion of IEEE, a technological or other such type of failure, not reasonably within the control of IEEE, substantially interferes with the transmission of any part of the event that is virtual, this agreement may be terminated by IEEE. "Cause" or "causes" may include, but shall not be limited to: fire, flood, epidemic, earthquake, explosion, accident, blockage, embargo, weather, governmental restraint or orders of restraint from local or national civil or military authorities, act of public enemy, riot or civil disturbance, inability to secure appropriate labor, impairment of transportation or facilities, or inability to obtain, for whatever reason, necessary supplies, equipment, or clearances, or by rule of federal or local law, or any circumstances deemed as act of God.

Should IEEE terminate this agreement pursuant to the provisions of this section, the Applicant waives any and all claims for damage arising therefrom.

### 4. Violations

The Applicant agrees to observe all policies specified in the Application or established by Management or IEEE. Violators may not be eligible for future programs or conferences.

### 5. Insurance

The Applicant is required to obtain general public liability insurance in the amount of one million US Dollars. Such insurance maintained by the Applicant must be issued by an insurance company with an A.M. Best rating of A or higher and shall include coverage of the indemnification obligations of the Applicant under this Application. Each Applicant is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the program or conference is being held. Nothing in this paragraph shall limit the amount of liability the Applicant may be responsible for.

### 6. Representations and Warranties

Each Applicant represents and warrants that (i) its performance under these terms and conditions will comply with all applicable laws, rules and regulations; (ii) any information Applicant provides about itself will be accurate; (iii) it is solely responsible for the content sent or transmitted by such Applicant; and (iv) it will not knowingly or negligently use the services offered in the virtual event that in a way that abuses, interferes with or disrupts the virtual services provided.

### 7. Indemnification & Liability

The Applicant agrees to indemnify, defend and hold harmless IEEE, its affiliates, officers, directors, employees, consultants and agents from and all third party claims, liabilities, damages and/or costs (including but not limited to, reasonably attorneys' fees) arising from its participation in the conference.

The Applicant agrees that the Conference or its sponsor(s) shall not be liable for any damages, whether to person or property, for any reason whatsoever by reason of use, occupation, or enjoyment of the space by the Applicant or any person therein with the consent of the Applicant.

### 8. Confidential Information

Any information collected, compiled, analyzed, produced or otherwise obtained or stored in the course of performance of this Application shall be treated as confidential. The Applicant shall not disclose any such confidential information to any third party without first obtaining written consent from IEEE, and shall ensure that all of the Applicant's subcontractors comply with this obligation. Confidential information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Application for any reason or within fifteen (15) days of written request by IEEE, be promptly returned to it, or in the alternative, destroyed upon IEEE'S written request.

### 9. Independent Contractor

All work performed by the Applicant in connection with the services described in the Application, is to be performed by the Applicant as an independent contractor and not as agent of the IEEE.

### 10. Compliance with all Laws

Applicant shall abide by and observe all laws, regulations and ordinances of any applicable government authority. The Applicant

is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

#### **11. Non-Discrimination**

IEEE is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the IEEE's policy and/or applicable laws.

IEEE prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. IEEE expects that its partners, contractors, affiliates and clients shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting business with IEEE or participating in IEEE's events or activities.

#### **12. Photography**

Attendance at, or participation in, this conference constitutes consent to the use and distribution by IEEE of the attendee's image or voice for informational, publicity, promotional and/or reporting purposes in print or electronic communications media. Recording by participants and other attendees during any portion of the conference is not allowed without special prior written permission of IEEE. Photographs of copyrighted PowerPoint or other slides are for personal use only and are not to be reproduced or distributed. Applicants agree to not photograph any images that are labeled as confidential and/or proprietary.

#### **13. Miscellaneous**

The construction, interpretation and performance of this purchase order shall be governed by the laws of the State of New York. Unless termination of this Application has been declared, you shall be under the obligation to continue to perform your obligations under this Application while the parties seek to resolve any dispute. Except for matters in which injunctive relief is sought, any controversy or claim arising out of or relating to this Application or the breach thereof may be submitted to non-binding mediation, the terms and conditions of which shall be mutually agreed to by the parties. No waiver of any term or condition of this Application 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 Application.

#### **14. Amendments**

All matters and questions not covered by this Application are subject to the decisions of Management. This Application 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.

## **Live Conference Policies & Information**

### **1. Applicant Promotional Materials**

Materials and logos for any recognition at the conference in the conference program guide need to be received by no later than the deadline dates communicated by ICASSP 2021 Exhibits Management.

### **2. Exhibitor Space Assignments & Signage**

Exhibit booth, display space and other signage and promotions will be assigned by the Conference. In the event of a duplicate application for the same space, the conference will attempt to place the exhibitors by the booth priority given by the company. No promotional materials may be placed outside the area of the booth. Nothing may be placed on posts or pillars adjacent to booths, or on carpeted areas of the aisles beyond the standard booth limits.

All displays or exhibited materials must be fireproof to conform to local fire regulations. Displays must be self-supporting and nails or screw are not permitted in building floors or walls. Displays must be wholly confined within exhibitor's booth and must not obstruct the clear view of nearby exits or other exhibits. All wiring on booths or display fixtures must conform to local electrical and fire regulations.

The side of any display cabinet or structure facing a side aisle or facing an adjacent exhibit booth must be finished or suitably decorated at the expense of the exhibitor erecting or installing such display.

Maximum height of the displays in the balance of the area is 8 feet, except that products to stand on the floor may extend higher than this limit, but must be positioned as close to the back wall as possible, to avoid blocking the view of adjoining exhibitors.

### **3. Distribution of Promotional Items**

To achieve greater exposure and attention exhibitors may donate items to be given away in a daily door prize drawing if established by the conference. Souvenirs or samples which have no resale or negotiable value may also be given away. Any distribution must be conducted within the exhibitor's designated booth space. In all cases, exhibitors planning giveaways of any nature should make arrangement well in advance with the conference organizers, which reserves the right to prohibit the distribution of anything which, in its opinion, is not in keeping with the character of the conference.

### **4. Booth Personnel & Activities**

With the exception of convenience help, such as secretaries or professional product demonstrators, all booth personnel must be regular employees or representatives of the company, and must be fully capable of explaining the technical aspects of products or processes on display on an appropriate level at the conference.

No exhibitor may advertise or promote any outside activity, such as an open house or separate exhibits wherever located, occurring during the hours the conference exhibits are open, or which detracts from the exhibit or convention operations.

Only registered exhibitors and patrons may publicly advertise hospitality rooms and only on those bulletin boards provided in the exhibit area.

### **5. Responsibility of Booth Materials**

Show and hotel management will not be responsible nor liable for injury to the person or property, nor loss of property of exhibitors, their guests, invitees, employees, or agents. Furthermore, the exhibitor agrees to defend or hold harmless the

conference, its directors, employees, and agents from any liability of personal injury and loss or damage to property. Exhibitors should insure against such contingencies.

Damage to inadequately packed property is exhibitor's own responsibility. If exhibit fails to arrive, exhibitor is still responsible for the booth rental.

Exhibitors should be on hand to supervise during set-up and dismantling of products, projection equipment and other items of high value. At least one person should remain with the exhibit until visitors have left the premises at the closing hour each day. Exhibitor's empty crates, boxes and cartons will be removed from the show area before the opening.

At move-out, specific arrangement should be made to package or place under lock any items of extremely high value and especially items of general interest such as small instruments, walkie-talkies, high fidelity equipment, projectors, etc. The handling of exhibitor's material into and out of and within the exhibit buildings shall be at exhibitor's expense.

**6. Sub-letting Exhibit Space**

No exhibitor may assign, sublet or apportion any of the space contracted for by him/her or their company.

**7. Security**

The entry to exhibit areas will be secured to prevent entrance by anyone not authorized by the conference or not wearing proper badge for admission to such areas outside of exhibit hours.

Any equipment to be removed from the exhibit area during the conference must be authorized by the Exhibit Manager in conjunction with the specific exhibitor.

**8. Interpretation of Rules**

IEEE shall have final authority as to the interpretation of these rules and their applications and shall have the authority to establish penalties in the event of violations.

**9. Amendments to Rules and Regulations**

IEEE reserves the right to amend these rules and regulations or to make additions thereto.