

## **1. Purpose**

These terms and conditions form the Agreement between you and the International Iberian Nanotechnology Laboratory (the 'INL') in relation with your Presentation.

## **2. Definitions**

Unless the context otherwise requires or except as expressly provided, the following terms shall have the following meanings:

'Agreement': these terms and conditions between you and the INL, in relation with your Presentation.

'Presentation': means the lecture, talk, speech, poster session, conference or session to be delivered by you at the Event including but not limited to the Content;

'Content': means the text, hand-outs, powerpoint or other materials used or developed by you for delivery at the Event, as the case may be;

'Event': means any scientific conference, seminar, workshop, occasion or meeting, that is planned by the INL's Conference Office.

'Venue': means the place where an Event is located.

'Intellectual Property Rights': copyright and related rights, database right, patents, domain names, registered designs, design rights, trade marks, trade names, logos, trade secrets and know how, rights in performances, rights in goodwill or to sue for passing off, moral rights, the right to make applications for registration of any of the above (or rights of a similar nature) anywhere in the world (i) existing now or at any time in the future; and (ii) whether registered or registrable or not.

## **3. Your obligations**

In delivering the Presentation you must: (i) Comply with all applicable laws, any occupational health and safety requirements related to the Venue, and the INL's reasonable directions (as notified from time to time); (ii) Act professionally, ethically and responsibly at all times. If requested by the INL, you must provide a copy of any Presentation materials to INL within a reasonable time before the Presentation date. You must notify INL as soon as you become aware if: (i) You will be unable to deliver the Presentation in accordance with this Agreement; or (ii) A conflict of interest arises in connection with the Presentation. As between you and INL, you retain all rights (including Intellectual Property Rights) in the Presentation and any Presentation materials. You warrant that: (i) You have all necessary rights (including Intellectual Property Rights) to deliver the Presentation and grant INL the rights in the Presentation materials, in accordance with this Agreement; and (ii) The delivery of the Presentation and use of the Presentation as contemplated in this Agreement will not contain defamatory or illegal material, or infringe the rights (including Intellectual Property Rights) of any person. You grant the INL a non-exclusive, perpetual, irrevocable and royalty-free licence to: (i) Record the Presentation (in any format); (ii) Use, modify, reproduce and communicate the Presentation (in

any way) for INL's activities, but not for any other purpose; and (iii) Reproduce and disseminate the Presentation. You undertake to deliver the Presentation on the date, time and location set out by the INL. You must not subcontract or delegate the delivery of the Presentation to anyone else without the prior written consent of the INL.

## **4. Our obligations**

The INL will: (i) cooperate with you and provide you with all information as you may reasonably require; (ii) In our dealings with you, endeavour to respond to any queries in a professional and timely manner; (iii) use its best endeavours to acknowledge your moral rights in relation with the Presentation. The INL will not pay for any fees or expenses.

## **5. Term and termination**

The INL may terminate this Agreement by written notice to you: (i) Immediately, if you do not comply with clause 3.; (ii) At any time before the date that is 14 days prior to the Presentation Date, for convenience. If the INL terminates this Agreement for convenience, the INL agrees to reimburse you for expenses incurred by you before the date of INL's notice. You may terminate this Agreement by written notice to INL before the date, that is 14 days prior to the Presentation.

## **7. Miscellaneous**

Any modification to or any variation of this Agreement must be in writing and signed by you and INL. A waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

## **8. Dispute Resolution**

Any disputes between the Parties in connection with or arising out of this Agreement shall first be resolved by the Parties involved in the dispute. If you and INL are unable to resolve such dispute or other matter in questions within ten (10) days, or such longer period as they may specifically agree in writing, such dispute or other matter in question shall be referred to arbitration. You and INL hereby agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Law no. 63/2011, dated 14th December, and this Section, expressly waiving their right to any other form of legal recourse. The number of arbitrators shall be one (1). The arbitrator shall render his decisions in accordance with the provisions of the present Agreement. The place of arbitration shall be the city of Braga (Portugal). The language to be used in the arbitral proceedings and documents submitted shall be English. You and INL undertake to implement the arbitration award, which shall be final and binding.

I agree to these terms and conditions.

Signature: \_\_\_\_\_  
Name: