**CONFERENCE SPONSORSHIP MEMORANDUM OF UNDERSTANDING**

This Conference Sponsorship Memorandum of Understanding (“MOU”) is dated [\_\_\_], and is between the **European Society for Prevention Research**, whose address is Rambla 15 (2-3), Palma de Mallorca 07003, Spain (“EUSPR”) and [Partner Name], (“Conference Host”).

**RECITALS**

1. The EUSPR annually holds its “EUSPR Conference and Members’ Meeting” dedicated to prevention science (Conference);
2. On 10th of October, 2023, the EUSPR’s Board of Directors approved the “Minimum Standards for Hosting EUSPR Conferences” (Standards) attached hereto as Exhibit A that outline the conditions, infrastructure, capacities and commitments that EUSPR needs to have in place in order to successfully organise its Conferences;
3. For this purpose, the local Conference Host confirms that they are able to fulfil the minimum Standards, as amended from time to time;
4. The EUSPR’s rational behind organising conferences and/or events is to promote the development of prevention science, and its application to practice so as to promote human health and well-being through high quality research, evidence-based interventions, policies and practices as well as advocacy for evidence-based policies in prevention;
5. Conferences supported by the EUSPR must be held in Europe;
6. Conference Host has submitted an application to EUSPR to become a Conference Host;
7. Conference must take place on date and place filed on the application.
8. EUSPR’s Board of Directors has approved Conference Host’s application package for funding in accordance with the Standards, subject to the execution of this MOU.

The parties therefore agree as follows:

1. **Conference Host Obligations**. The Conference Host’s agrees to comply with the obligations set forth in this MOU as well as in the Standards, including, without limitation:
2. Obtain and guarantee the financial funding and resources of any nature necessary to fulfil the minimum requirements as per the Standards and better outlined below; and
3. Share with the EUSPR’s Conference Committee up to 2 months after signature of the MOU, a filled in Activity Plan, as better detailed in the Standards;
4. Strictly comply with the timeline defined in the Activity Plan keeping the EUSPR’s Conference Committee updated on de development of the Activity Plan on a regular basis, respecting the timeline better described in the Standards;
5. Define a Project Manager to be the main point of contact to be addressed by EUSPR’s Conference Committee members on any items related to the Conference.
6. Allow the announcement of the Conference Host during the previous year’s Annual Conference.

2. **Indemnification**. To the fullest extent permitted by law, Conference Host shall indemnify, defend and hold EUSPR its officials, officers, employees, agents and volunteers (collectively, “Indemnitees”) harmless, from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims”), including, but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Conference Host or any of its officers, employees, contractors, subcontractors or agents in the performance of this MOU or operation of the Conference. Conference Host’s duty to defend shall survive the expiration or termination of this MOU.

3. **Audit of Records**. Conference Host shall make all records, invoices, contracts and other records maintained by Conference Host in connection with this MOU available to EUSPR for review and audit upon twenty-four (24) hour advance notice. EUSPR may conduct such review and audit at any time during Conference Host’s regular working hours for a period of six (6) months after the completion of the Conference.

4. **Cooperation**. In the event any claim or action is brought against EUSPR relating to Conference Host’s performance under this MOU, Conference Host shall render any reasonable assistance and cooperation that EUSPR requires.

5. **Termination**. EUSPR may terminate this MOU by written notice to Conference Host, without penalty or obligation, upon Conference Host’s breach of this MOU. In such event, Conference Host shall refund any funding amount received, directly or indirectly, from EUSPR.

6. **Compliance with Code of Ethics**. At all times in performance of the obligations set forth in this MOU, Conference Host will comply with and will cause its employees and subcontractors working on its behalf in performance of this MOU to comply with, the relevant provisions of the EUSPR’s Code of Ethics, namely the section on Transparency when obtaining funds.

The EUSPR Code of Ethics can be found at <https://euspr.org/wp-content/uploads/2021/01/EUSPR-code-of-ethics.pdf>

7. **Notices.** All notices, consents, requests, demands and other communications required or permitted under this MOU shall be in writing and shall be conclusively deemed effective one business day after email transmission to the email addresses below.

If to EUSPR:

Attn: President of the EUSPR

Email: President@euspr.org

If to Conference Host: [insert name]

Attn: [insert name], [insert title]

Email: [insert Email address]

8. **Non-Discrimination and Equal Employment Opportunity**. In the performance of this MOU, Conference Host shall not discriminate against any employee, subcontractor, or applicant for employment because of race, religious creed, colour, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. Conference Host will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, colour, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status.

9. **Non-assignability**. Conference Host shall not assign all or any portion of this MOU, unless otherwise approved by EUSPR. Any attempted or purported assignment by Conference Host shall be null, void and of no effect.

10. **Waiver**. No delay or omission to exercise any right, power or remedy accruing to EUSPR under this MOU shall impair any right, power or remedy of EUSPR, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this MOU shall be (1) effective unless it is in writing and signed by the party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

11. **Separate Writings and Exhibits**. Exhibit A constitute a part of this MOU and is incorporated into this MOU by this reference. If any inconsistency exists or arises between a provision of this MOU and a provision of any exhibit or other incorporated writing, the provisions of this MOU shall control.

12. **Entire Agreement**. This MOU and all exhibits and incorporated writings constitute the final, complete and exclusive statement of the terms of the agreement between EUSPR and Conference Host pertaining to EUSPR’s Annual Conference and supersedes all prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty except those expressly set forth in this MOU. Time is of the essence in respect to all provisions of this MOU that specify a time for performance.

13. **Modification of MOU**. This MOU may be supplemented, amended or modified only by a writing signed by the parties.

14. **Cooperative Activities**. Specific cooperative activities initiated by the Parties in the framework of this Memorandum will be administered under separate project documents, and/or written agreements, duly signed by the Parties, and discussed in joint meetings.

15. **Joint Declaration**. This MOU is considered to be a jointly agreed declaratory statement by the Parties and it will not interfere with the Parties’ rights and obligations originating from other similar agreements, or their rights to enter into other such agreements.

16. **No Partnership**. It is understood, however, that nothing in or relating to this MOU will constitute nor imply any further association or liabilities for the Parties.

17. **Disputes**. Both Parties will make their best efforts to promptly and in good faith settle through direct negotiations any disputes arising from, or in connection with, the implementation of this MOU.

18. **Jurisdiction**. This Agreement shall be governed by the laws of Spain, and any dispute, litigation or issues of construction relating to this Agreement shall be subject to the exclusive jurisdiction of the Palma de Mallorca Courts.

This MOU, done in two copies in English language.

The parties, through their respective duly authorized signatories, are signing this MOU on the date stated in the introductory clause.

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EUSPR Conference Host