

## EVENT CONTRACT FOR USE OF IDEASQUARE PREMISES

### BETWEEN

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (“CERN”), an Intergovernmental Organization with its seat at Geneva, Switzerland, represented for the purposes of this agreement by Markus Nordberg, manager of the IdeaSquare facility (“IdeaSquare”);

### AND

Benny Wong (the “Event Organizer”), acting on behalf of Organizer (the “Event Beneficiary”);

(CERN and the Event Organizer together the “Parties” and each a “Party”).

*Whereas* CERN is the owner and operator of IdeaSquare (CERN Building B3179);

*Whereas* IdeaSquare is a focal point for combined CERN detector research and development and education efforts in the fields of science, particle physics, leading-edge technologies and their applications;

*Whereas* CERN has decided that IdeaSquare may be used for events organized by third parties who share the vision of IdeaSquare, provided that the event is consistent with CERN’s status as an international organization and its mission and contributes to public awareness of CERN;

*Whereas* subject to the availability of IdeaSquare and compliance with the above criteria, CERN may accept requests for use of IdeaSquare;

**THE PARTIES AGREE THE FOLLOWING (the “event contract”):**

### 1. Purpose

CERN agrees to grant the Event Organizer use of IdeaSquare for the Cambridge Hackathon 2017 event (“the event”), which will consist of a one day open problem solving workshop hackathon devoted to bringing together users and developers creating a connected community to collaborate for social impact (<http://theport.ch/home/shgva17/>).

## **2. Event Date(s) and Times**

The event is scheduled to commence at 08:00 on June 14 and to end at 23:00 on June 16, 2017. The Event Organizer will have use of IdeaSquare between these dates and times.

Where requested, CERN will work with the Event Organizer to coordinate advance access to IdeaSquare for the purpose of setting up the event. Such access will be from 18:00 on June 13th, at the earliest.

Break-down of the event and the Event Organizer's departure and removal of all its equipment from IdeaSquare must occur by 12:00 on June 16th, 2017.

The Event Organizer is alerted to the fact that throughout the set-up and break-down phases of the event, IdeaSquare staff will continue to have full access to Ideasquare to carry out their daily tasks.

The Event Organizer's attention is also drawn to the cancellation policy set out in the event contract rider.

## **3. Attendance**

The Event Organizer estimates the number of attendees at the event as 50 and the number of Event Organizer's staff as up to 20. Final numbers will be provided to CERN by the Event Organizer no less than one week in advance of the start of the event.

For reasons of safety, the maximum number of attendees permitted to enter IdeaSquare is 60, including the Event Organizer's personnel. It is the responsibility of the Event Organizer to ensure this number is not exceeded at any time during the event.

## **4. Use of IdeaSquare and Fees**

The use of the IdeaSquare premises for the event are offered by CERN to the Event Organizer free of charge.

The Event Organizer undertakes not to charge a fee for participation in the event, nor allow any body associated with it to charge for entrance to IdeaSquare.

The Event Organizer agrees to use the premises only for the event and at all times in accordance with the applicable safety rules and regulations.

## **5. Services**

Access to the IdeaSquare premises includes utilities, basic audio-visual facilities, access to Wi-Fi, security and routine housekeeping services.

Requests for additional technical equipment should be made to CERN as early as possible as equipment is subject to availability. CERN is under no obligation to grant such requests and reserves the right to decline. The cost of any agreed additional services to be provided by CERN to the Event Organizer for the event is specified in the attached event contract rider (Annex 1), which also includes the applicable safety rules and regulations and a plan of the IdeaSquare facility.

The Event Organizer shall return the premises and all related equipment back to CERN in the same state and condition in which it was received.

The event contract rider is an integral component of this event contract. Amendments to any part of the event contract must be agreed upon in writing by officials with capacity to bind their respective organization.

## **6. Governing Law**

The provisions of this Event contract shall be interpreted in accordance with their true meaning and effect. Without prejudice to CERN's status as an intergovernmental organization, reference shall be made to Swiss substantive law where a matter is not specifically covered by the event contract or where its provisions is ambiguous or unclear. Such reference shall be made exclusively for the matter or contract provision(s) concerned, and shall in no event apply to the other provisions of the event contract.

## **7. Liability**

Save for negligent acts or omissions on the part of CERN, liability for all loss, damage and personal injuries resulting from or related to the event, including any acts or omissions of its personnel and contractors, shall lie with the Event Organizer. The Event Organizer shall hold CERN free and harmless from such liability.

CERN bears no liability for any indirect or consequential damage in connection with the event.

The Event Organizer's attention is drawn to the paragraph relating to insurance, in particular the absence of any cover for theft, contained in the Event Contract Rider.

## 8. Responsibility of Event Organizer in respect of Event Beneficiary

Where the Event Organizer is contracting with CERN to organise and deliver the event on behalf of the Event Beneficiary, obligations, liabilities and undertakings in this event contract that rest with the Event Organizer will be read as equally binding on the Event Beneficiary. References to Event Organizer will be deemed to include Event Beneficiary.

The Event Organizer undertakes to communicate the entire terms of this event contract to the Event Beneficiary and warrants to CERN that, in contracting with CERN, it also has legal capacity to bind the Event Beneficiary in this respect.

Event Organizer assumes responsibility for ensuring Event Beneficiary's compliance with the terms of this event contract and shall hold CERN free and harmless from liability resulting any non-compliance.

**Signed**

Signed in Geneva on \_\_\_\_\_

for: CERN  
Markus Nordberg  
Manager of IdeaSquare

for: [Event Organizer]  
Benny Wong  
Organizer