

ANNEX 1 - EVENT CONTRACT RIDER FOR USE OF THE IDEASQUARE

Event purpose

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 which play an important role in research, education and technology for CERN. The Event Organizer shall offer an event that respects IdeaSquare's mission.

Information about the Ideasquare for inclusion in event materials

The IdeaSquare concept was developed by CERN, working with Aalto University Design Factory. The purpose of the facility is to offer a productive meeting ground for scientists, engineers, cross-disciplinary student teams and external organizations to work together on ideas inspired by the CERN environment that have a wider value for society. Currently, IdeaSquare hosts EU-funded detector R&D projects and coordinates MSc-student projects (Challenge Based Innovation courses). Outside peak-use periods, it is available for short duration events (for instance university-level summer programmes, hackathons, etc.).

Endorsement, reporting and use of name and logo

The Event Organizer may refer to CERN and use the IdeaSquare label, but always in a factual manner only, for the organization of the event. Any such permission shall expire upon completion of the event or termination of the event contract, save that CERN may withdraw any such permission at any time.

Any other use of the name and the use of the logo, and/or images that are copyright CERN, is subject to the Event Organizer having received express written permission of CERN.

The aforementioned material and the availability of the IdeaSquare premises should not be used (i) to suggest any endorsement by CERN of the event, of the Event Organizer, or of any persons, activities or products, or (ii) in a misleading, inappropriate or offensive

manner, or in commercial advertising.

Reporting of the event, including photographic and videographic recordings, may be undertaken by the Event Organizer for his/her benefit, as well as by the event participants for their own non-commercial purposes only. In case the Event Organizer wishes to publish above-mentioned material for non-profit purposes on platforms such as e.g. Wikipedia (licence agreement type CC-BY-SA), it shall be the obligation of the Event Organizer to make sure participants are given prior warning - such as through signs on doors or information on their ticket/registration form - that photography/filming will be taking place and the images made publicly available.

The Event Organizer and the event participants shall be responsible for securing all necessary photographic consents required in conjunction with such recordings. Such consent shall include a right for CERN to use such recordings for its educational and outreach purposes only. No commercial use, including but not limited to advertising, of such recordings may be made.

Facilities

The IdeaSquare facilities include the hall of IdeaSquare, three container/s (as specified in the drawing attached), the meeting bus, the workshops, kitchen and the bathroom facilities.

The Event Organizer is deemed to be familiar with the facilities and to accept them in “as is” condition.

The facilities are to be used during the contracted hours only and solely for the agreed purpose. At least one member of the Event Organizer shall always be present when the building is occupied with Event participants. At least one person from the Event Organizer shall always be present when the building is occupied with Event participants, and Event Organizer shall make sure that such persons shall have all necessary contact details for the Event Organizer as well as CERN Security and a means to contact them in an emergency.

CERN reserves the right to enter, inspect and, as necessary, repair the facilities during the event.

Parking is located outside the Globe, the adjacent parking spaces for disabled persons and the visitors' car park in front of the CERN reception area.

The Event Organizer is aware that parking may be limited during CERN working hours, and accepts that the availability, security and exclusive use of car parks is not guaranteed. As CERN is well-served by public transit and arrangements can be made for bus parking, the Event Organizer is encouraged to consider such means of transport and promoting their availability to participants.

Exhibit Services

The Event Organizer shall submit a detailed schedule of activities, exhibits and all equipment it or any service provider proposes to use to CERN for its approval for safety and logistical purposes, as well as for consistency with the purpose of the event (as defined in the event contract), no less than 14 days in advance of the start of the event. CERN reserves the right to require amendment of the schedule as it considers necessary.

Whilst every effort will be made to accommodate proposed exhibits, activities and equipment, neither motor vehicles nor heavy machinery may be brought into IdeaSquare without prior written permission from CERN. For fire safety reasons, no open flames, including decorative candles, are permitted within IdeaSquare at any time. Pyrotechnic displays are similarly not permitted within IdeaSquare or in the surrounding area.¹

No modification or removal of existing elements or structural facilities in IdeaSquare is permitted.

¹ Please note, in the event of a fire alarm or accident, the IdeaSquare premises must be evacuated immediately. The CERN safety policy and rules are to be found here: <https://espace.cern.ch/Safety-Rules-Regulations/en/Pages/default.aspx>.

Technical equipment

Basic audio-visual equipment and access to the CERN wi-fi network will be made available to the Event Organizer and the event participants at no additional charge.

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.

CERN shall provide standard orientation and one technical person who shall be available for the duration of the event and shall remain onsite for such periods as are agreed by the Event Organizer and the Manager of IdeaSquare upon submission of the event schedule. No technical support is available from CERN for equipment not provided by CERN.

CERN-supplied equipment shall be used only for its normal purposes. Equipment is provided for the purposes of the event only.

In the event of CERN-supplied equipment malfunction, the Event Organizer shall cease to use the equipment immediately and will notify CERN.

Catering and other services

External Catering is not available nor permitted in IdeaSquare, but kitchen facilities are provided to enable Event Organizer to prepare and serve snacks. CERN is not in a position to contract with such services on behalf of the Event Organizer.

CERN will provide the necessary utility services (water, electricity) to the IdeaSquare facility.

Cancellation Policy

CERN may cancel the event if the Event Organizer is in breach of its obligations under the event contract and the breach cannot be remedied to CERN's satisfaction within a reasonable period, or in the event of *force majeure*.

CERN's sole obligation in the event of such cancellation shall be to refund any fees paid to it by Event Organizer for additional services, except where CERN has already committed to third parties in respect of such fees, and, where the cancellation results from a breach by the Event Organizer, subject to a refund of all costs incurred by CERN with respect to the event.

Where possible, CERN shall make reasonable efforts to mitigate the financial consequences for CERN of a cancellation by, for example, attempting to secure an alternative reservation for the event date(s).

Entrance fees

No fees may be charged by the Event Organizer or any body associated therewith for entrance to IdeaSquare.

Intellectual Property

The disclosure of intellectual property by CERN to the Event Organizer, or vice-versa, in connection with the organization, hosting or follow up to the event shall not create any right for the recipient party in respect of that intellectual property, other than a licence to use the intellectual property in so far as necessary for the performance of that party's obligations under the event contract.

The disclosure of intellectual property by CERN to the Event Organizer is without any warranty, express or implied, by CERN and CERN accepts no liability in relation thereto. The Event Organizer shall be solely liable for their use of any intellectual property disclosed by CERN.

Any supplies and services provided by the Event Organizer shall be deemed to include a licence to all intellectual property necessary for the free and unlimited use of such supplies and services, including for their repair, modification and replacement by CERN, or by any

third party designated by CERN, in so far as necessary for the performance of CERN's obligations under the event contract.

The Event Organizer shall ensure that the use of intellectual property so provided does not infringe third-party intellectual property rights and shall hold CERN free and harmless from, and indemnify it for any loss or damage, including legal costs, arising from any claim related thereto.

Liability and Insurance

Property

CERN carries property insurance for the structure of IdeaSquare and equipment and furnishings installed by CERN, against the risks of fire, explosion, natural disaster and water damage only, under the conditions and within the limits set out in the relevant insurance policy. CERN's property insurer has waived its right of subrogation, under certain conditions.

CERN property insurance includes cover for equipment and furnishings provided by or on behalf of the Event Organizer up to a maximum limit of 10 million Swiss francs, with a deductible of 1000 Swiss francs and subject to the condition that the same peril affected CERN property.

As CERN insurance does not cover theft of property, or any risk not specified above, the Event Organizer is encouraged to consider additional insurance coverage for its property.

Civil liability

CERN carries its own insurance for civil liability for material damage and personal injury in respect of IdeaSquare. The Event Organizer is encouraged to ensure coverage for its own civil liability in relation to the event.

Alcohol and smoking

Alcoholic beverages and smoking are not permitted in IdeaSquare.

Conduct

These premises are within the CERN site and, therefore, fall under the authority of the Director-General of CERN. CERN reserves the right to refuse admission, to remove persons from the CERN site or to cancel the event, in case of inappropriate, disorderly or unsafe conduct.

Contact information for parties

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Signed

Signed in Geneva on _____

for: CERN	for: THE EVENT ORGANIZER
Dr. Markus NORDBERG	Mr. Benny WONG