**International Organization for Medical Physics (IOMP)**

**SPONSORED eBLAST DETAILS**

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| **Sponsor's Details** |
| Sponsor Name: |  |
| Sponsor Address: |  |
| Sponsor Representative Name: |  |
| Sponsor Representative Contact Details:(include telephone/mobile number and email address) |  |
| **Proposed eBlast Details** |
| Title of eBlast: |  |
| Outline of eBlast content: |  |
| Nature of product/services/event: |  |
| Target audience:  |  |
| Preferred timing of eBlast:  |  |

The Sponsor acknowledges that if IOMP approves the sponsorship of the above eBlast the attached terms and conditions shall govern the Contract between the IOMP and the Sponsor.

By applying for an eBlast to IOMP's members, the Sponsor acknowledges having read, understood, and agreed to be bound by these Terms and Conditions.

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| Signed by [NAME OF DIRECTOR/AUTHORISED SIGNATORY] for and on behalf of the above named Sponsor  | ...................................Director |

**Terms and Conditions for Sponsored eBlasts**

1. **Introduction**:
	1. These terms and conditions ("Terms") and the attached Sponsored eBlast Details together "the Contract" govern the relationship between International Organization for Medical Physics ("IOMP") and third-party entities described in the Sponsored eBlast Details ("Sponsor") wishing to utilize IOMP's email list for the distribution of sponsored electronic communications ("eBlasts") in accordance with these Terms.
	2. The intent is to allow Sponsors to disseminate information about products, services, or events that are of scientific interest and relevance to IOMP's membership base. It is a requirement that the contents of the eBlasts are of scientific interest and relevance to IOMP's membership base.
2. **Interpretation:**
	1. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
	2. Any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	3. A reference to writing or written includes email.
3. **Eligibility and Approval**:
	1. A Sponsor must submit its request to IOMP outlining the content of the proposed eBlast using the attached Sponsored eBlast Details, including but not limited to the nature of the product, service, or event, target audience, and desired timing for the eBlast.
	2. IOMP reserves the right in its sole discretion to either approve the eBlast proposal, at which point and on which date the Contact shall come into existence on the basis of these Terms (Commencement Date) or to reject any eBlast request based on its relevance to IOMP's members, the scientific value of the content, and the absence of inappropriate or non-scientific material. Approvals and rejections shall be in writing and sent via email.
	3. IOMP reserves the rights to impose conditions on the content of the proposed eBlast. Once the proposed eBlast is approved by IOMP it is referred to as an "Approved eBlast". IOMP's approval to proceed with the Approved eBlast does not impose any liability or responsibility on IOMP in relation to the content of the Approved eBlast and all such responsibility and liability remains with the Sponsor.
	4. The Contract apply to the exclusion of any other terms that the Sponsor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
4. **Commencement and Term:**
	1. The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with these Terms, until after the Approved eBlast has been sent when it shall terminate automatically without notice.
	2. The Sponsor acknowledges and agrees that a copy of the Approved eBlast will be a stored by IOMP for archive purposes.
5. **Content Guidelines**:
	1. All Approved eBlast content must be accurate, based on current scientific evidence, and presented in a professional manner and comply with the law applicable in England and Wales.
	2. Content that is purely commercial, promotional without scientific merit, or not in line with IOMP's values and mission will be rejected.
	3. The Sponsor is responsible for ensuring the content complies with all applicable laws and regulations regarding advertising, email communication, and data protection.
	4. IOMP reserves the right to review and approve all content of any eBlast and Approved eBlast prior to sending.
	5. The Approved eBlast must not:
		1. be defamatory of any person;
		2. be obscene, offensive, hateful or inflammatory;
		3. bully, insult, intimidate or humiliate;
		4. promote sexually explicit material;
		5. include child sexual abuse material;
		6. exploit, abuse or groom for sexual abuse a child or children;
		7. contain any content that could be construed as advertising, recruiting, soliciting or procuring a child for sexual exploitation or abuse, or organising to do so;
		8. promote violence;
		9. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
		10. disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;
		11. infringe any copyright, database right or trade mark of any other person;
		12. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
		13. be in contempt of court;
		14. be likely to harass, upset, embarrass, alarm or annoy any other person;
		15. impersonate any person or misrepresent your identity or affiliation with any person;
		16. give the impression that the Approved eBlast emanates from IOMP if this is not the case;
		17. advocate, promote, incite any third party to commit, or assist any unlawful or criminal act; or
		18. contain a statement which the Sponsor knows or believe, or has reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
	6. In the event the Sponsor is in breach of the terms of this clause 5 at any time, IOMP has the right to stop or recall the Approved eBlast without any liability to the Sponsor.
6. **Sponsorship Fee**:
	1. The sponsorship fee shall be as set out in Schedule 1.
	2. Full payment of the sponsorship fee is required before the distribution of any Approved eBlast.
	3. The Sponsor shall pay the sponsorship fee on the earlier of 30 days for the date of invoice or within sufficient time to ensure payment is received in cleared funds by IOMP at least 24 hours before prior to the Approved eBlast being sent.
	4. The sponsorship fee is exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by IOMP to the Sponsor, the Sponsor shall, on receipt of a valid VAT invoice from IOMP, pay to IOMP such additional amounts in respect of VAT as are chargeable on the supply of platform at the same time as payment is due.
	5. All taxes, charges, levies, assessments and other fees of any kind imposed on the sponsorship shall be the responsibility of, and for the account of, the Sponsor.
	6. If the Sponsor fails to make a payment due to IOMP under these Terms by the due date, then:
		1. IOMP may refuse to send the Approved eBlast or delay its distribution; and
		2. the Sponsor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
	7. IOMP may at any time, without notice to the Sponsor, set off any liability of IOMP to the Sponsor against any liability of the Sponsor to IOMP, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, IOMP may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by IOMP of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
7. **Scheduling and Distribution**:
	1. IOMP will work with the Sponsor to determine an appropriate schedule for the Approved eBlast, subject to availability and IOMP's editorial calendar.
	2. IOMP reserves the right to adjust the scheduling of an Approved eBlast to prevent conflicts with IOMP's own communications or overload of the members' inboxes. Any agreed dates shall not be of the essence for the performance of the Contract.
8. **Intellectual Property**:
	1. The Sponsor grants IOMP a non-exclusive, worldwide, royalty-free, transferable license to use, distribute, reproduce, transcribe, translate, prepare derivative works and display the Approved eBlast content for promotional and educational purposes.
	2. The Sponsor shall ensure it has the appropriate and required rights to all content presented in the Approved eBlast and that the dissemination of the Approved eBlast or activities relating to it will not infringe the intellectual property rights of any third party.
	3. The Sponsor shall indemnify IOMP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IOMP arising out of or in connection with any claim brought against IOMP for actual or alleged infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the content of the Approved eBlast.
9. **Data Privacy and Compliance**:
	1. IOMP is committed to protecting the privacy of its members. IOMP will not provide the Sponsor with direct access to email addresses or other personal data or information.
	2. All Approved eBlasts will be sent by IOMP or its designated agent, ensuring compliance with data protection laws and IOMP's privacy policy.
	3. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to information security, the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the UK GDPR. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
10. **Performance Tracking and Feedback**:
	1. IOMP will provide the Sponsor with aggregate performance metrics of the Approved eBlast, such as open rates and click-through rates, if available.
	2. No individual member data or responses will be shared with the Sponsor by IOMP.
11. **Liability and Indemnification**:
	1. The Sponsor assumes full responsibility for the content of the Approved eBlast and agrees to indemnify IOMP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IOMP arising from the content of the Approved eBlast or any breach of the Contract.
	2. IOMP does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by IOMP's negligence or the negligence of IOMP's employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
	3. IOMP excludes all implied conditions, warranties, representations or other terms that may apply to IOMP distributing the Sponsor's Approved eBlast or any content on it.
	4. Subject to clause 11.2 and 11.3, IOMP's total liability to the Sponsor for all other loss or damages shall not exceed the sponsorship fee paid or to be paid by the Sponsor under the Contract.
	5. IOMP will not be liable to the Sponsor for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the distribution of the Approved eBlast.
	6. IOMP will not be liable for:
		1. loss of profits, sales, business, or revenue;
		2. business interruption;
		3. loss of anticipated savings;
		4. loss of business opportunity, goodwill or reputation; or
		5. any indirect or consequential loss or damage.
	7. This clause 11 shall survive termination of the Contract.
12. **Termination**:
	1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
		1. the other party commits a material breach of any term of the contract and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
		2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
		3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
		4. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
	2. Without affecting any other right or remedy available to it, IOMP may terminate the contract with immediate effect by giving written notice to the sponsor if:
		1. the sponsor fails to pay any amount due under the Contract on the due date for payment; or
		2. there is a change of control of the sponsor.
	3. Without affecting any other right or remedy available to it, IOMP may suspend the sending of the Approved eBlast if the sponsor fails to pay any amount due under the Contract on the due date for payment, the Sponsor becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, or IOMP reasonably believes that the Sponsor is about to become subject to any of them.
	4. Termination of the contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
	5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
13. **General**:
	1. **Entire Agreement**. This Contract constitutes the entire agreement between IOMP and the Sponsor concerning the subject matter herein and supersede all prior agreements and understandings, whether written or oral.
	2. **Variation.** Any amendments to this Contract must be in writing and signed by authorised representatives of both parties.
	3. **Force majeure**. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the contract by giving 15 days' written notice to the affected party.
	4. **Assignment and other dealings.**
		1. IOMP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
		2. The sponsor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of IOMP.
	5. **Confidentiality.**
		1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.5.2.
		2. Each party may disclose the other party's confidential information:
			1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.5; and
			2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
	6. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
	7. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
	8. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 13.8, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.
	9. **Notices.**
		1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the proposal.
		2. A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
		3. This clause 13.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
	10. **Third party rights.**
		1. Unless it expressly states otherwise, the Contract do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
		2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
	11. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
	12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**SCHEDULE 1**

**PRICING ANNEX**

[TO BE INSERTED]