



AGREEMENT

BETWEEN

On the one hand, the Society for World Intravenous Anaesthesia (herein after “WSIVA”), having its registered office in Via Dardanelli 23, Rome 00195, Italy (fiscal code 97480110580), represented by its legal representative, in their capacity as the WSIVA President, currently Professor Quirino Piacevoli hereinafter referred to as the “Transferor”.

AND

on the other hand, Indian Society of Anaesthesiologists, having its National Secretariat in 27-A, Rattan Nagar, Tripuri, Patiala- 147001, Punjab, India represented by its Honorary Secretary Dr. Sukhminder Jit Singh Bajwa.

The Transferor, ISA India, as the Local Underwriter, and the Local Organising Committee (LOC), in the person of Professor Dr. Sukhminder Jit Singh Bajwa, is herein after also referred to individually as “the Party” and jointly as “the Parties”.

WHEREAS

WSIVA is an international non-profit making association, whose purpose is to plan activities, within the limits allowed by the existing laws, from time to time in force, directly related to the institutional ones, as defined by art. 10 paragraph 5 of the D. Lgs. 460/1997 activities of education, training in Intravenous Anaesthesia, Intensive Care, Pain Therapy, PK, PD, Genomics/Genetics:

- The association will also improve the standard of Intravenous Anaesthesia, Balanced Anaesthesia, and Sandwich Anaesthesia. Will improve Intravenous Anaesthesia delivery systems, including Target Controlled Infusion (TCI) technology; promote the clinical application of existing and new knowledge in Anaesthesia, Intensive Care and Pain Therapy; promote scientific education in Anaesthesia; bring together those who study and practice Anaesthesia; develop and recommend safety and quality standards for Anaesthesia; address any possible ethical problems associated with Anaesthesia; establish an international network for the exchange of information and expertise about Intravenous Anaesthesia; provide and promote the information regarding opportunities for post graduate training and research in Intravenous Anaesthesia; promote or sponsor publications or periodicals concerning Intravenous Anaesthesia and Intensive Care.
- The Transferor intends to officially confirm, support, and announce the 2025 edition of the event entitled “ISA Congress in collaboration with the World Siva- Board of Directors” to be held in Chandigarh, India, in August 2025 (herein after referred to as the “Event”).
- The Transferor intends to assign to ISA organization the right to manage the economic part of the Event, i.e. the entire organization of the Event remain the responsibility of the ISA, with the exclusion the scientific-educational part that shall remain the responsibility of the ISA and Transferor together.
- Such assigned organization has the right expertise and experience to organize medical-scientific congresses and, for that reason, is interested to accept the organization of the Event, subject to the limitations, terms and conditions set forth under this agreement.

- Now, therefore, in consideration of the mutual promises herein after setting forth, the Parties, intending to be legally bound, agree as follows.

PREAMBLE AND EXHIBITS

The Preamble and the Exhibits of this agreement (herein after referred to as the “Agreement”) forms an integral and essential part thereof.

PURPOSE OF THE AGREEMENT

The Transferor authorizes the Indian Society of Anaesthesiologists, in the person of its legal representative, to organize the Event and, for this purpose, transfers to the LOC the exclusive right to the financial exploitation of the Event, including the right to collect the registration fees and sponsorship contributions, and the right to manage services and activities as listed in the budget. Consequently, LOC shall have full self-determination, both technical and financial, for the organization of the economic part of the Event.

The Transferor retains unique responsibilities in contributing to the scientific, educational part of the Event (pursuant to art 2.4 below), except for the rights given to the LOC in the person of its legal representative, who hereby accept control and ownership of the planning, delivery and financial outcomes of the congress – inclusive of scientific content and quality control (maximum 3 days and 3 parallel streams, workshops etc.), determination of congressformat and program matrix (in consultation with WSIVA).

It is hereby agreed that the LOC shall not use/publish the research materials and the information provided by the speakers of the Events, unless expressly authorized by the Transferor and the Chairman of the LOC.

WSIVA, , will assure the following support to maximize reputational, educational, scientific, and financial success:

- Free usage of Professor Quirino Piacevoli’ s name (identified as the President of WSIVA) in any official marketing, congress, sponsorship and scientific materials and collateral.
- Immediate support (by August 2024, if possible) in identifying, as well as motivating, the Top 15 keynote/plenary speakers to attend this event.
- Indian Society of Anaesthesiologists will identify an exact number and names of national speakers which will be taking part in all the sessions or workshops in program of the congress and communicate the official program to World Siva society at least 6 months priorof ISA congress beginning date.

IN RECOGNITION

In recognition of the full support provided above, will receive the following benefits in organizing the Congress in India in 2025:

A fully zero-risk from a financial point of view, high-quality, low-effort and in-person world-class WSIVA Congress and event experience.

Inclusion of any of the WSIVA Board into the Scientific Program, as decided and agreed by both parties.

Budget allocation for Prof Quirino Piacevoli, SIVA Vice Presidents & Board Members (guaranteed to attend), to be financially supported with:

- 3 nights' accommodation & breakfast at congress hotel
- Gala dinner or other events and refreshment organized by ISA.
- Chauffeur-driven arrival transfers.
- Free conference, social functions, and workshop attendance.
- Support in Visa release to all the foreigner speakers.

TERM OF THE AGREEMENT AND VARIATIONS

The term of this Agreement shall be from the date of its signature until the conclusion of all the administrative and accounting obligations concerning the realization of the Event.

The Parties may agree modifications to the contract, which in all cases must be made in writing.

PRIVACY, PERSINAL INFO, GDPR AND CONFIDENTIALITY

The Parties shall treat as confidential all information and documents that they become aware of for the activities carried out pursuant to the Agreement and comply with the law accordingly. During the execution of the Agreement and within 5 (five) years by its termination, the Parties shall not disclose to third parties any news, documents and information deemed to be "Confidential Information", except for the Event that the disclosure is required by law or is necessary for the correct execution of the present Agreement.

INDIVISIBILITY


The Parties hereby acknowledge that the terms of this Agreement have been freely negotiated and commonly agreed upon between them.

APPLICABLE LAW AND JURISDICTION

This Agreement is subject to the law of Indian court of Patiala, Punjab.

President
WORLD SIVA onlus

Honorary Secretary
Indian Society of Anaesthesiologists



Quirino Piacevoli, MD PhD



Dr. Sukhminder Jit Singh Bajwa

Date/City: 07-05-2024 Rome, Italy

Date/City: 21-04-2024 / Patiala, Punjab, India

This contract is drafted in four original copies, with each Party retaining one of them.