



International Distribution Institute

# **IDI CONFERENCE 2015**

Porto (Portugal) 19-20 June 2015

**Negotiating the termination of agency, distribution and  
franchising contracts.**

**Drafting clauses for a smooth transition.**



The International Distribution Institute invites you to take part, on 19 and 20 June 2015 in Porto, to an event of great importance for attorneys, in house counsels and practitioners, who deal with international distribution.

The conference is addressed to lawyers and businesspeople involved in negotiating, drafting and managing international distribution contracts (agency, distributorship, franchising, etc.) and will deal with a number of topical issues which justify an in depth discussion between the participants and qualified experts in this field.

The conference is divided into a main session (on Friday 19 June) and three parallel workshops on specific issues chosen by IDI in collaboration with its members (on Saturday 20 June, morning).

## Negotiating the termination of agency, distribution and franchising contracts. Drafting clauses for a smooth transition.

Contracts regarding distribution (agency, distributorship, franchising etc.) are not perpetual. Soon or later circumstances arise which force one of the parties (or both of them) to terminate the relationship. This may create conflicts between the parties which often give rise to litigation.

<b>CHAIR</b>	<b>Fabio Bortolotti, President IDI</b>
08:30-09:00	<b>Registration</b>
09:00-09:20	<b>Welcome</b> <b>Fabio Bortolotti, President IDI</b> <b>Pedro Da Costa Mendes, CNCM, Porto</b> <b>Nuno Botelho, President of the Associação Comercial do Porto (Porto Chamber of Commerce)</b>
09:20-09:40	<b>Pros and cons of a negotiated termination</b> <p>When a party decides to terminate the relationship with the other party, it will normally limit itself to sending a formal termination letter indicating the date on which termination will take effect and, where required or considered appropriate, the reasons for termination. This approach has certainly the advantage of clarity (provided the termination letter is drafted correctly). Why then entering into negotiation before notifying the termination notice? First, the principal/supplier might be interested in a continuation provided the counterpart is willing to accept some changes to the contractual conditions. Second, it may be easier to agree on reasonable terms of the termination (period of notice, indemnity, non-competition) if discussed before the other party has appointed a litigation lawyer to defend its rights. Finally, if the termination risks to be ineffective (and the other party may claim that the contract continues until the end of the termination notice period) a previous negotiation may be advisable.</p> <b>Fabio Bortolotti, Buffa Bortolotti &amp; Mathis, Torino; President IDI</b>
09:40-10:00	<b>Providing contractual means which aim at facilitating a smooth transition</b> <p>Parties can already provide in the agency/distribution/franchising agreement means for solving a number of issues that typically arise at the end of the contract: right of the principal/supplier to replace the termination period with a fixed indemnity; exclusion of the exclusivity during the termination period; right of the franchisor to replace the franchisee in the lease contract of the store; right of the franchisor to replace the master franchisee in its relations with the network; conditions for return of stock of products or spare parts, etc..</p> <b>Joseph Vogel, Vogel &amp; Vogel, Paris</b>
10:00-10:20	<b>Establishing preliminary procedures to be followed before bringing a claim in case of termination</b> <p>Parties can provide in the contract procedures to be followed before submitting a claim to courts or arbitrators, such as the recourse to higher levels of the management of the companies involved or the initiation of a mediation procedure. Possible effects (and risks) of agreements requiring to negotiate or mediate disputes. Drafting effective mediation clauses.</p> <b>Virginie Molinier, M&amp;B Avocats, Paris</b>
10:20-10:40	<b>Characteristics and essential contents of a termination agreement</b> <p>A termination agreement will normally imply that the termination occurs by agreement instead of through a unilateral declaration of one of the parties. It may therefore be advisable to verify which are the prerequisites of such agreement and possible effects (which need not necessarily be the same of a unilateral termination). Several issues may be dealt with in a termination agreement: date on which the contract takes an end; repurchase of stock, cancellation of data referring to the previous agreement; non-competition obligation for the period following termination; transfer of customers to the supplier/principal. Also the period</p>

	<p>of notice can be changed by agreement. And, finally, a possible goodwill indemnity can be tailored according to the respective needs and expectations of the parties. The contract should contain a valid and effective settlement provision taking into account the conditions required by the applicable law (e.g. existence of a dispute).</p> <p><b>Ercument Erdem</b>, Erdem &amp; Erdem, Istanbul; IDI agency &amp; distribution country expert for Turkey</p>
10:40-11:00	<b>Coffee break</b>
11:00-11:20	<p><b>Termination agreements with commercial agents and distributors</b></p> <p>The main "hot issues" which can be settled through a termination agreement: goodwill indemnity (if due) and determination of its amount; post-contractual non-competition clause; "cooling of" with reduced commission; return of stock; IP rights of the principal/supplier. Can the settlement agreement validly exclude a claim for <i>rupture brutale</i> under French law?</p> <p><b>Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Torino; Secretary General IDI</p>
11:20-12-20	<p><b>PANEL: Strategies for terminating distributorship agreements without losing control over the sales network</b></p> <p>Obtaining or maintaining control over the sales network developed by the distributor is a crucial issue. The supplier will try to impose its image and brand on the market and to obtain control over the customer base already during the life of the contract. After contract termination the main means is a post-contractual non-competition clause, but one can also prepare the issue through agreements with the underlying network.</p> <p><b>CHAIR: Didier Ferrier</b>, Professor of Law, University of Montpellier; Vice-President IDI</p> <p><b>Maged Ackad</b>, Ackad Law Office, Cairo; IDI country expert for Egypt</p> <p><b>Maria Pereira</b>, Senior Legal Counsel at Logo International B.V. (O'Neill)</p> <p><b>Stefano Rovej</b>, Legal Counsel Iveco, Torino</p>
12:20-13-00	<b>Discussion</b>
13:00-14:30	<b>Lunch</b>
14:30-14:50	<p><b>Negotiating the termination of franchising contracts</b></p> <p>The relevant issues. In case of master franchising: relations with the network established by the master franchisee, and in particular the possibility of taking over the network of sub-franchisees; solutions to be adopted in advance in the contract with the master franchisee and issues to be negotiated in the context of the contract termination. With respect to individual franchisees: right to replace franchisee in the lease contract; post contractual non-competition obligation; IP rights; return of stock of products.</p> <p><b>Rocío Belda de Mergelina</b>, Garrigues SLP, Madrid</p>
14:50-15:40	<p><b>PANEL: Managing the termination of franchise agreements</b></p> <p>The termination of direct and master franchisee may involve a number of crucial issues which, in many cases, can be settled amicably between the parties in the context of negotiating the termination. The main issues to be discussed by the panel are: In case of master franchising, what happens with the network of the master franchisee's sub-franchisees? Are the master franchisee or sub-franchisees entitled to a goodwill indemnity? When do post-term restrictions not to compete apply? What terms should be included for an orderly transfer of the (master) franchisee's business to the franchisor or a new (master) franchisee?</p> <p><b>CHAIR: Jeffrey Brimer</b>, Chief Operating Officer of Alexius, LLC</p> <p><b>Tessa de Mönnink</b>, De Grave De Mönnink Spliet Advocaten, Amsterdam; IDI franchising country expert for Netherlands</p> <p><b>Marco Hero</b>, PF&amp;P Rechtsanwälte, Munich, IDI franchising country expert for Germany</p> <p><b>Evelyn Verstraaten</b>, Legal Counsel G-Star Raw, Amsterdam</p>
15:40-16:00	<b>Coffee break</b>
16:00-16:50	<b>PANEL: Replacing a successful distributor with an affiliate company or Joint Venture</b>

	<p>When a successful distributor has achieved a turnover which would justify the establishment by the supplier of a wholly owned company, the supplier is faced with the problem of not losing the business developed by the distributor. One possible solution is to purchase the distributor's company, possibly by providing an option in the contract (a solution sometimes used for master franchising contracts). Another possibility is that of creating a joint venture with the distributor with the option to purchase his shares after a certain period. This implies careful drafting of the JV agreement, in order to strike the right balance between the expectations of the supplier and the distributor, as well as a careful preparation of the exit conditions (put and call options, price of the shares, etc.).</p> <p><b>CHAIR: Carol Xueref</b>, Secretary General Essilor International SA</p> <p><b>Cristobal Porzio</b>, Porzio, Rios y Asociados, Santiago, IDI agency &amp; distribution country experts for Chile</p> <p><b>Igor San Juan</b>, Swarovski Europe, Amsterdam</p> <p><b>Jaap Van Till</b>, Loyal law firm, Amsterdam; IDI agency &amp; distribution country expert for the Netherlands</p>
16:50-17:30	<b>Discussion</b>

## General Meeting of IDI members

**17:30 - 18:30**

At this general meeting, to which non members are also invited, the officers of IDI will inform the members about the current situation of IDI, the results achieved in 2014 and the plans for the following years.

The participants will be kindly invited to share their opinions about the activity of IDI and make suggestions for the future.

Workshops Session

09:30 – 13:00

**Workshop 1: Choice of forum clauses under the new EU Regulation 1215/2012: is there a need to update the existing strategies?**

The new regulation on jurisdiction and recognition and enforcement of judgments in civil and commercial matters (Regulation Brussels I) has substantially modified the rules governing *lis pendens* in cases where the parties have agreed on a choice of court clause. Under the new regime the court designated in the choice of court agreement will be the only one having the power to decide on the validity and effectiveness of the clause, which makes concurrent proceedings practically impossible. The workshop will examine the impact of these new rules on the contractual strategies (negotiating choice of forum clauses) and litigation strategies within the EU.

<b>CHAIR</b>	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Torino; President IDI; Chair ICC Commission on Commercial Law and Practice (CLP)
09:30-09:50	<p><b>Choice of court agreements and concurrent proceedings: the exclusive jurisdiction of the designated court</b></p> <p>In the framework of the Brussels Convention of 1968 and successive regulations (including regulation 1215/2012 now in force) the general principle is that in case of concurrent proceedings the court first seized has jurisdiction and the competence of any other courts is excluded until the first court declines jurisdiction. This rule has been heavily criticized with respect to cases where there is a choice of court agreement and where a case is brought before a court other than the court designed in the choice of forum clause, because it can favour abusive litigation tactics. Under the new regulation an exception to the general rule has been introduced with respect to choice of court agreements. Under the new rules the designated court has exclusive jurisdiction as to the issue whether the choice of forum clause is valid and effective. This change may have a substantial impact on the choice of forum strategies in the future.</p> <p><b>Fabio Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Torino; IDI country expert for Italy</p>
09:50-10:10	<p><b>The actual application of the new rule: choice of forum agreements in general conditions of sale</b></p> <p>A typical situation where there can be discussion about the validity and effectiveness of a choice of court clause arises in the context of contracts referring to general conditions of sale (or purchase) of one of the parties. Are the general conditions containing the clause annexed to the contract proposal and how? Has the proposal been accepted (expressly or tacitly) by the other party? In all these cases the buyer may try to sue the seller before his own courts pretending (often with sound reasons) that the choice of court clause in the general conditions does not apply. Under the new regulation the position of the party which can refer to a choice of court clause in favour of its own courts is considerably strengthened, even in cases where the effectiveness of the clause is dubious.</p> <p><b>Jean-Paul Vulli��ty</b>, Lalive, Geneva</p>
10:10-10:30	<p><b>Who decides on the validity of choice of forum clauses in agency, distributorship and franchising agreements? Unilateral jurisdiction clauses and clauses avoiding internationally mandatory rules</b></p> <p>In the context of agency, distributorship or franchising contracts questions regarding the formal validity of choice of forum clauses do not arise frequently. At the same time, however, questions may arise as to their substantial validity. Thus jurisprudence is divided on the validity of unilateral jurisdiction clauses which are considered valid in certain countries and null and void in other ones. A similar issue arises with respect to choice of forum clauses which intend to avoid the application of internationally mandatory rules of a given state. In all these cases the fact that under regulation 1215/2012 the court designated by the jurisdiction clause will have exclusive jurisdiction to decide the issue, is of paramount importance.</p> <p><b>Ignacio Alonso</b>, Even Abogados, Madrid, IDI agency &amp; distribution country expert for Spain</p>

10:30-11:00	<b>Coffee break</b>
11:00-12:00	<p><b>PANEL: Updating EU litigation strategies under the new regulation 1215/2012</b></p> <p>Under the new regulation 1215/2012 litigation strategies whereby a party tries to anticipate the other by bringing a claim in its own courts before the other party does so, are more difficult (if not impossible) in the presence of a choice of jurisdiction clause, even in cases where the validity of such clause is not certain. What is the relevance of these principles with respect to jurisdiction clauses the validity of which is evaluated differently in different member states? And, more generally, should the above litigation strategies be abandoned in the presence of a choice of court clause, or is there still place for this type of approach?</p> <p><b>CHAIR: Burghard Piltz</b>, Ahlers &amp; Vogel, Hamburg</p> <p><b>Pedro Da Costa Mendes</b>, CNCM, Porto; IDI agency &amp; distribution country expert for Portugal</p> <p><b>Peter Gregersen</b>, Horten, Copenhagen; IDI agency &amp; distribution country expert for Denmark</p> <p><b>Magnus Nedström</b>, Advokatbyrån Sigeman &amp; Co, Malmö; IDI agency &amp; distribution country expert for Sweden</p>
12:00-12:30	<b>Discussion</b>

## **Workshop 2: The application of the “German” and “French” system of calculation of the agent’s indemnity in other EU countries: a practical approach.**

Recognizing an indemnification to agents and/or distributors is a common trend in many countries, especially in Europe. However, the basis of remuneration and the methods of calculation can differ substantially under the various national law, which makes it difficult for principals/suppliers to foresee the likely result. The purpose of this workshop is to give an update of the actual calculation method followed by case-law in countries which have chosen either the German or the French system of indemnity/compensation provided by Article 17 of the EC Directive 86/653.

<b>CHAIR</b>	<b>Jaap Van Till</b> , Loyal law firm, Amsterdam
09:30-09:50	<p><b>The various approaches to indemnification: goodwill indemnity, compensation of damage, period of notice</b></p> <p>There is a common trend towards indemnifying agents or distributors at the end of the contract relationship, but the legal basis of such indemnification can be rather different. Thus we can distinguish between: (i) a goodwill indemnity intended to reward the commercial agent for the customers brought to the principal (the "German" indemnity of the EC directive 86/653); (ii) a compensation of the damage resulting from a lawful termination (the "French" indemnity of the EC directive 86/653); a termination period as long as necessary to find new opportunities, which inevitably transforms itself into a sum of money (like the "rupture brutale" in French law). Some of these concern commercial agents and or distributors (in countries where they are applied by analogy), others (<i>rupture brutale</i>) only distributors or franchisees (?)</p> <p><b>Frédéric Fournier</b>, Redlink, Paris</p>
09:50-10:10	<p><b>The calculation of the goodwill indemnity under the "German" system</b></p> <p>The German indemnity is based on the idea that it must reward the agent for the customers brought to the principal, but the way of determining the amount due varies substantially from country to country. In some countries the courts take the view that the agent is entitled to a percentage of the maximum amount (average yearly commission of 5 years) according an equitable evaluation of his previous activity and the possible advantages for the principal. In Germany (and recently also in the Netherlands) courts apply the German calculation based on a forecast of possible earnings with respect to the customers developed by the agent. Another complicated issue arises when it come so apply these rules by analogy to distributors/resellers.</p> <p><b>Raimond Emde</b>, Graf von Westphalen, Hamburg; IDI agency country expert for Germany</p>

10:10-10:30	<p><b>The recent trend of Dutch Courts to apply the “German” system of calculation</b></p> <p>In its judgement of 2 November 2012, the Dutch Supreme Court set out guidelines for calculating the indemnity. The decision is based on the European’s Court of Justice decision of 26 March 2009 in the Turgay Semen v Deutsche Tamoil GmbH case (C-348/07). The judgement introduces a three-step method for calculating the indemnity [ (a) quantify the benefits that the principal derives from transactions with customers secured by the agent, (b) assess whether there are reasons to adjust for reasons of equity and (c) does the amount thus calculated not exceed the maximum of one year’s average commission calculated on the basis of the commission earned during the last five years].</p> <p>The method provides more clarity to contract parties on how to calculate the indemnity than previously even though an arbitrary element remains in the “equity adjustment step”</p> <p><b>Jaap Van Till</b>, Loyal law firm, Amsterdam; IDI agency &amp; distribution country expert for the Netherlands</p>
10:30-10:50	<p><b>The new Italian Accordo Economico Collettivo of 2014</b></p> <p>In Italy the new <i>Accordo Economico Collettivo</i> (agreement between associations of agents and principals) of the Industrial sector of 2014, provides for a new (and rather complicated) method of calculation, which departs from the German method of calculation, but takes a basis for calculation the difference between the commissions paid at the beginning and at the end of the contract.</p> <p><b>Mariaelena Giorcelli</b>, Buffa Bortolotti &amp; Mathis, Torino</p>
10:50-11:10	<b>Coffee break</b>
11:10-11:30	<p><b>The English application of the French compensation: a different way to calculate</b></p> <p>How do the UK, which implemented both the German and the French systems, calculate the indemnity and the compensation? Do courts follow the German method of calculation of the goodwill indemnity? How the amount of the French compensation is actually determined?</p> <p><b>Edward Miller</b>, Reedsmith, London; IDI agency &amp; distribution country expert for UK</p>
11:30-12:10	<p><b>PANEL: Is it possible to anticipate the indemnity/compensation to the agent, during the contractual relationship?</b></p> <p>The accrual and payment of the indemnity/compensation is always an issue for companies, particularly from a fiscal perspective (is it possible to set the relevant sum aside in the balance sheet and to deduct it from taxes?). In addition to that, some principals provide in the contract the indemnity/compensation to be anticipated (e.g. as an additional compensation) and actually pay those sums during the contractual relationship. In some jurisdiction this is accepted by Courts, in other not. The panel will address all the abovementioned topics.</p> <p><b>CHAIR: Jaap Van Till</b>, Loyal law firm, Amsterdam; IDI agency &amp; distribution country expert for the Netherlands</p> <p><b>Carl Christiansen</b>, Reader law firm, Oslo; IDI agency &amp; distribution country expert for Norway</p> <p><b>Ingrid Meeussen</b>, LVPLaw, Brussels; IDI agency &amp; distribution country expert for Belgium</p> <p><b>Olga Sztejnert-Roszak</b>, SWKS Law Firm, Warsaw, IDI agency &amp; distribution country expert for Poland</p>
12:10-12:30	<b>Discussion</b>

### Workshop 3: Non observance of disclosure rules in franchising: what are the consequences?

Several countries have enacted specific rules which protect prospective franchisees by obliging the franchisor to provide him a number of specific data before the signature of the franchising contract. But, what happens if the franchisor breaches his obligation to disclose? In some countries he will be subject to fines or similar consequences by the authorities of the franchisee’s country. More generally, such breach may involve the nullity of the contract and in some cases give rise to damages. This last aspect, in particular, is very important since the damages awarded may differ substantially from jurisdiction to jurisdiction.

<b>CHAIR</b>	<b>Didier Ferrier</b> , Professor of Law, University of Montpellier; Vice-President IDI
09:30-09:50	<p><b>Disclosure rules in franchising: the Unidroit Model Franchise Disclosure Law</b></p> <p>Several countries implemented the Unidroit Model Law on franchising, introducing in their jurisdictions the franchisor's pre-contractual disclosure obligation. The main contents and purpose of this obligation, as originally provided in the Model Law, can help understanding and approaching the main problems arising out in the application of national laws by jurisprudence.</p> <p><b>Didier Ferrier</b>, Professor of Law, University of Montpellier; Vice-President IDI</p>
09:50-10:10	<p><b>The breach of disclosure rules in the light of modern compliance franchising laws: an overview</b></p> <p>Several key franchise industries are getting more and more controlled by specific compliance aspects, e.g. hospitality by hygiene, fashion by corporate social responsibility, services and retail by data protection. What implications derive from precontractual misrepresentations for the compliance systems of a franchise network?</p> <p><b>Marco Hero</b>, PF&amp;P Rechtsanwälte, Munich, IDI franchising country expert for Germany</p>
10:10-10:50	<p><b>PANEL: Effects of the breach of disclosure rules on the franchising contract and possible modifications of the contract imposed by Courts</b></p> <p>In most countries, which provide for disclosure obligations (be it specifically for franchising, or under general rules on precontractual liability), their non-observance will normally affect the validity or effectiveness of the contract. There can however be substantial differences in the effects of the breach of the disclosure obligation: annulment of the whole contract or of some clauses only; annulment limited to the case where the franchisee would not have concluded the contract if he had been informed error on the substance of the contract (France); annulment only where the non-disclosure or wrong information amounts to fraud; right of the franchisee to obtain the cancellation of certain clauses (Belgium) or modification of the contract (The Netherlands)</p> <p><b>CHAIR: Didier Ferrier</b>, Professor of Law, University of Montpellier; Vice-President IDI</p> <p><b>Claudia Santos Cruz</b>, AVM Advogados, IDI franchising country expert for Portugal</p> <p><b>Tessa de Mönnink</b>, De Grave De Mönnink Spliet Advocaten, Amsterdam; IDI franchising country expert for Netherlands</p> <p><b>Paul Jones</b>, Jones &amp; Co., Toronto</p>
10:50-11:10	<b>Coffee break</b>
11:10-11:30	<p><b>Failure to comply with disclosure rules in USA</b></p> <p>Franchise disclosure in the United States is governed by both federal and, in some cases, state law. At the federal level, a Franchise Disclosure Document that complies with the regulations adopted by the Federal Trade Commission must be provided to a prospective franchisee, unless an exemption applies. Some states have adopted their own franchise disclosure and registration requirements. Although similar, these requirements and the consequences of failing to meet those requirements are different. This program will discuss the federal and state disclosure obligations in the United States, how those obligations can be enforced and the penalties and other remedies that can be imposed on franchisors who fail to comply with the disclosure requirements.</p> <p><b>Jeffrey Brimer</b>, Chief Operating Officer of Alexius, LLC</p>
11:30-12:15	<p><b>PANEL: Which damages can be claimed by franchisee in case of non-observance of the rules on disclosure?</b></p> <p>If the franchisee obtains the annulment of the contract or is entitled to terminate it due to the breach of disclosure obligations by the franchisor, he will normally have the right to claim damages. But which damages? Reimbursement of fees paid? Reimbursement of costs sustained (lease contract, goods purchased, furniture of the shop) with possible exclusions relating to investments which can be used otherwise)? Loss of profit and loss of chance?</p> <p><b>CHAIR: Silvia Bortolotti</b>, Buffa Bortolotti &amp; Mathis, Torino; Secretary General IDI</p> <p><b>Alberto Echarri</b>, Echarri &amp; Brindle Abogados, IDI franchising country expert for Spain</p>



	<p><b>Paul Jones</b>, Jones &amp; Co., Toronto; IDI franchising country expert for China</p> <p><b>Patrick Lindgren</b>, Advocare Law Firm, Helsinki, IDI franchising country expert for Finland</p> <p><b>Juan Carlos Uribe</b>, Triana, Uribe &amp; Michelsen, Bogotá; IDI franchising country expert for Colombia</p>
12:15-12:30	<b>Discussion</b>

## Conference Social Program

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### Thursday 18 June 2015 - Welcome cocktail

**18:30**

On Thursday 18 June, 2015 a welcome cocktail for all the attendants will be kindly offered by CNCM Law Firm.

**Venue:** CNCM Law firm premises in Porto,  
Avenida da Boavista, 3265 - 4.4 Edifício OCEANUS  
4100-137 Porto

We kindly ask you to confirm your participation by email at: [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)

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### Friday 19 June 2015 - Gala Dinner

**20:30**

On Friday evening a Gala Dinner will be held at Taylor's Port Cellars.



**Venue:** Taylor's Port Cellars,  
Rua do Choupelo, n° 250,  
4400-088 Vila Nova de Gaia,  
Porto

Reservations should be made at your earliest convenience due to the limited number of places.

#### **How to get there:**

By taxi: Taylor's Port Cellars (near the Yeatman Hotel).

By Metro: stop at Camara de Gaia Station (about 500m from the venue).

#### **Program of the soirée:**

**7:30 pm:** Tour to Port wine cellars

**8:00 pm:** Cocktail

**8:30 pm:** Dinner

If you are interested in visiting the wine cellars, please confirm your participation to the tour at: [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)

## Practical Information

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### Conference venue

Casa da Musica  
Avenida da Boavista 604-610,  
4149-071 Porto

### Language

English

### Documentation

A USB stick containing all documents discussed at the conference.

### Fees

**800€** first participant

**400€** for IDI members (subscribers) having paid their yearly subscription fee

**300€** for additional participants within the same premises of the same organisation as the first participant (i.e. having the same address and VAT code)

The fee includes coffee break, lunch and documentation.

### Gala dinner

**Venue:** Taylor's Port Cellars, Rua do Choupelo, n° 250, 4400-088 Vila Nova de Gaia, Porto

**100€** per person. Please, remember that places are limited and must be reserved in time.

Further information about how to reach the gala dinner venue are available in the conference social program.

Please, **add 22% (VAT)** to your payment **if you are based in Italy**.

### Continuing Legal Education / Continuing Professional Development Credits

This conference has been accredited for CPD/CLE by Italian "Consiglio Nazionale Forense". In order to request an attendance certificate, please, send an email to [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com).

### Registration and cancellation

#### Registration on-line:

Registration can be made through the IDI website, at the page:

<http://www.idiproject.com/conferences/registration>

In that case, you can pay with credit card or by bank transfer. After complete payment, you will receive a confirmation of your registration by e-mail

#### Registration by fax:

Please, fill in the registration form, and send it by fax or by email to:

**IDI Project Srl,**

**Via Alfieri 19,**

**10121 Torino (Italy)**

**fax: + 39 011 574 11 41**

**Email: [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)**

Payment shall be made by bank transfer and confirmation of your registration will be sent after having received the registration form together with the evidence of the payment.

#### Payment:

Registration online: Credit card or bank transfer.

Registration by fax or by email: bank transfer only.

Regarding bank transfer payment, the payment should be transferred with no cost to IDI. The confirmation of your registration will be sent after having received the registration form together with the evidence of the payment.

**NO CHEQUE PAYMENTS WILL BE ACCEPTED.**

#### Cancellation

Cancellation request received in writing to IDI Project **on or before 8 June 2015** will be subject to a 20% administration charge of the total fees paid. **After that date no refunds are possible.**

### Hotel Accommodation

Please, find below some hotels close to the venue of the conference. IDI reserved a limited number of rooms in the following hotels at special rates to the IDI conference participants. These rooms will be held until 15 May 2015 only.

[Crown Plaza Hotel](#)\*\*\*\*: **Phone:** +351 22 607 2500 **Email:** [Opocp.meetings@ihg.com](mailto:Opocp.meetings@ihg.com)

Please download [here](#) the specific booking form to be filled-in and send to the hotel.

[Hotel da Musica](#)\*\*\*\*: **Phone:** +351 22 607 6000 **Email:** [info@hoteldamusica.com](mailto:info@hoteldamusica.com)

Please, book directly with the hotel by phone or by email specifying that you will attend the IDI conference on 19-20 June.

[Quality Inn](#)\*\*\*: **Phone:** 00351 226083900 **Email:** [quality.portuscale@grupo-continental.com](mailto:quality.portuscale@grupo-continental.com)

Please download [here](#) the specific booking form to be filled-in and send to the hotel.

# REGISTRATION FORM

First Name ..... Last name .....  
Company ..... Address .....  
ZIP/ Postal code ..... City .....  
Country ..... Value Added Tax (VAT) Code .....  
E-mail ..... Phone ..... Fax.....

## WORKSHOPS: (Saturday, 20 June 2015):

Please specify to which workshop you would like to attend (only one per person):

- ☐ I will attend the **FIRST WORKSHOP**  
☐ I will attend the **SECOND WORKSHOP**  
☐ I will attend the **THIRD WORKSHOP**

**FEES:** (in case of more participants, please fill in a separate form for each participant)

- IDI Conference** ☐ **€ 800:** First participant  
**(19-20 June 2015):** ☐ **€ 400:** IDI member (subscriber), having a valid subscription on the day of the conference  
☐ **€ 300:** Additional participant  
☐ **€ 100:** Ticket for the gala dinner (please, specify the number of tickets: ....)

Please **add 22% (VAT)** to your payment **for Italian participants**.

**TOTAL AMOUNT:** **€:** .....

## PAYMENT:

Please make a bank transfer marked «19-20 June 2015 Conference», including a clear reference to the name of the participant. The payment should be transferred with no cost to IDI at the following account:

Bank: Banca Sella, Piazza Castello, Torino (Italy)  
Account Name: IDI Project s.r.l.  
Account Number: 052879649600  
ABI: 03268 CAB: 01000  
IBAN: IT86X0326801000052879649600  
SWIFT: SELB IT 2B

**NO CHEQUES payments ACCEPTED**

**Please complete this form and return it, with your payment made out to:**

IDI Project Srl,  
Via Alfieri 19,  
10121 Torino (Italy)  
Fax: + 39 011 574 11 41

Date .....

Signature .....

**PRIVACY:** All personal information is processed by IDI confidentially and in compliance with the provisions contained in the Italian Legislative Decree 196 of 2003. All personal information stored on our system is secured against unauthorised access. All users may exercise their rights provided by Article 7 of the Italian Legislative Decree 196 of 2003, by sending an informal request to [privacy@idiproject.com](mailto:privacy@idiproject.com)