

## **TERMS AND CONDITIONS OF EASD E.V. FOR SUBMISSION AND PUBLICATION OF ABSTRACTS AND SESSION PROPOSALS FOR THE EASD ANNUAL MEETING**

### **1. Scope**

These Terms and Conditions govern the submission and publication of abstracts and session proposals for the Annual Meeting of the European Association for the Study of the Diabetes (EASD) e.V., Düsseldorf, Germany (hereinafter referred to as “EASD”). By submitting an abstract and/or a session proposal for presentation at the Annual Meeting of EASD, for the publication on EASD’s website [www.easd.org](http://www.easd.org), and/or for the publication in the journal *Diabetologia*, the official journal of EASD, the applicability of these Terms and Conditions is accepted. The person submitting an abstract and/or a session proposal is hereinafter referred to as the “Submitter”.

In the following, all references to submitters, authors, and other persons are in principle made to the female form (“she”) for ease of reference. However, this designation as well as all references to persons in the male form (“he”), if any, shall refer to persons of all gender.

### **2. Submission fees**

EASD does not charge any fees for abstract submission or its publication.

### **3. Submission process**

Abstracts and late-breaking abstracts must be submitted for the EASD Annual Meeting using the online system on the EASD website [www.easd.org](http://www.easd.org) only.

Abstracts and late-breaking abstracts can be submitted online only and **must** be submitted **before the corresponding published deadline expires**. The Submitter may find the applicable deadline via [www.easd.org](http://www.easd.org) by clicking on the link “Abstract Submission”. **This deadline will be strictly enforced**, as will be the instructions and regulations given throughout the abstract submission steps.

Abstracts and late-breaking abstracts must be submitted in English. After the deadline has expired, the Submitter will only be able to view but NOT edit her abstract or late-breaking abstract. Changes, corrections and/or edits to the content and/or the author block of the submitted abstract or late-breaking abstract respectively will not be accepted after expiration of the applicable submission deadline.

With the submission, all potential conflicts of interest must be stated for the author whose name appears first in the author block of the abstract or late-breaking abstract (hereinafter referred to as the “Presenting Author”).

### **4. Submission limitation**

It is not permitted to submit work that has been published and/or is likely to be published before the EASD abstract submission deadline. EASD reserves the right to remove an abstract if it contains data that has already been published. However, EASD may accept the submission of abstracts that have been presented in recent months at local or national diabetes meetings only. An author submitting or presenting work that has been published in a journal before the EASD abstract submission deadline will be banned from presenting data at the EASD Annual Meetings for three years.

The content of a late-breaking abstract must be novel, innovative, contemporary and of high scientific significance. A late-breaking abstract shall contain new information that was not yet known or fully available at the point in time of expiration of the abstract submission deadline (in particular, no double submissions as abstract as well as late-breaking abstract are allowed).

## 5. Abstract submission approval

All abstracts and late-breaking abstracts which completely meet the formal criteria published by EASD on its website [www.easd.org](http://www.easd.org), as amended from time to time by EASD in its sole discretion, will be forwarded to the reviewers as they appear in the EASD online abstract submission system on the closing date. The EASD office will notify the Presenting Author when the abstract or late-breaking abstract with the status "complete" are forwarded for anonymous review.

## 6. Publication and presentation

Abstracts accepted for presentation by EASD will be published on EASD's website [www.easd.org](http://www.easd.org) and in the Abstract Volume of *Diabetologia*.

Late-breaking abstracts accepted for presentation will be published on EASD's website [www.easd.org](http://www.easd.org). Submitters submitting late-breaking abstracts acknowledge that inclusion in the official journal of EASD cannot be guaranteed.

It is mandatory that the Presenting Author of any abstract and/or late-breaking abstract accepted for presentation attends the EASD Annual Meeting to present her paper. Failure to do so, without prior or adequate explanation sent to the EASD office by e-mail, may result in the author or the institution being banned from presenting abstracts for the next three years.

Submitters can submit an unlimited number of abstracts and/or late-breaking abstracts, yet each author is restricted to being the Presenting Author for a maximum of two submissions. Submitters are accountable for appointing an alternate presenter in cases of scheduling conflicts of accepted abstracts and/or late-breaking abstracts. The replacement presenter should be one of the listed co-authors [andabstracts@easd.org](mailto:andabstracts@easd.org) must be notified of the change of presenter without undue delay. The author block of the submitted abstract and/or late-breaking abstract will not be changed. Presenting Authors may be co-authors of other abstracts and/or late-breaking abstracts.

## 7. Grant of rights in abstracts and late-breaking abstracts

The Submitter grants to EASD a non-exclusive, perpetual, worldwide, irrevocable, assignable and sub-licensable right to publish, produce, copy, distribute, communicate, display publicly, commercialise, and/or otherwise make the submitted abstract and/or late-breaking abstract and/or any part thereof available in any language, in any and all forms, and/or media of expression, whether now known or developed in the future, including in connection with any and all end-user devices, and using any publishing and distribution models, in each case with the right to grant further time-limited or permanent rights. The above grant includes, without limitation, the following rights in respect of the submitted abstract and/or late-breaking abstract: (a) the right to edit, alter, adapt, adjust and prepare derivative works (e.g. databases, compilations, anthologies, abridged versions, offprints, reprints, etc.), (b) all advertising, promotional and marketing rights including in relation to social media, (c) rights for any training, educational and/or instructional purposes (including massive open online courses), (d) the right to add and/or remove links or combinations with other media/works, and (e) the right to store and archive the submitted abstract and/or late-breaking abstract. EASD may exercise any of the above rights either directly or indirectly via third parties. The Submitter hereby further grants to EASD the right to create, use and/or license and/or sub-license content data and/or metadata of any kind in relation to the submitted abstract and/or late-breaking abstract or parts thereof without restriction.

Submitters understand that, without limiting the above grant of rights, their submitted abstract and/or late-breaking abstract will be made in particular available in printed and/or electronic form to the attendees of the EASD Annual Meeting, members of the EASD, and readers of the Volume of *Diabetologia*,

Notwithstanding the above, Presenting Authors retain the right to use their data and to use their abstract and/or late-breaking abstract for teaching purposes, scholarship or research, provided that the source and the copyright are indicated.

## **8. Permission of the authors and warranties by the Submitter**

The Submitter represents and warrants vis-à-vis EASD that

- a) the submitted abstract or late-breaking abstract has never been published before;
- b) all authors of the submitted abstract or late-breaking abstract are aware of and approve its submission and publication on EASD's website [www.easd.org](http://www.easd.org) and in the Abstract Volume of *Diabetologia* as well as its presentation at the Annual Meeting of EASD;
- c) each author named in the submitted abstract or late-breaking abstract has made a meaningful contribution to the work represented by the abstract or late-breaking abstract submission which justifies to take public responsibility for its content; the work presented is the own work of the named authors and – to the best of the Submitters knowledge and belief – no other persons may claim authorship therein;
- d) the Submitter owns or has acquired all required rights and approvals from the Presenting Author, all further authors and all other person and entities holding rights in the submitted abstract and/or late-breaking abstract in order to make the grant to EASD as provided for in Section 7. above; and
- e) no abstract or late-breaking abstract will infringe any copyright, database right, trade secret, moral right, trademark or patent or obligation of confidentiality or violate any other intellectual property or other right of any person or entity or contain any matter that may cause religious or racial hatred or encourage terrorism or unlawful acts, or be defamatory (or contain malicious falsehoods), invade any right of privacy or publicity or infringe data protection law, or be otherwise actionable, including under any action related to any injury resulting from the use of any practice or formula disclosed.

## **9. Expenses**

All expenses, e.g. airfare, hotel accommodation, registration fee etc. associated with the presentation of an abstract or late-breaking abstract are to be borne by the Presenting Author. Submitters will receive no remuneration from EASD for their contribution, especially the presentation or the publication of the abstract in the Volume of *Diabetologia*.

## **10. Session proposal**

Session proposals must be submitted for the EASD Annual Meeting using the online system on the EASD website [www.easd.org](http://www.easd.org). The session proposals will be reviewed and discussed by the members of the EASD Scientific Programme Committee. There is no guarantee that all proposals will be accommodated in the EASD Scientific Programme for the EASD Annual Meeting. If accepted, suggestions might be edited to avoid overlaps in the programme.

## **11. Data protection and sharing of contact details**

The EASD office will collect and process all personal data for the preparation and execution of the EASD Annual Meeting. The submitter's data will only be transferred to third parties within the scope of contract fulfilment, but not for advertising purposes.

EASD processes the Submitter's data according to applicable data protection laws and EASD's Privacy Policy. Detailed rules for the processing of user data are laid down in EASD's Privacy Policy which is published on <https://www.easd.org/easd/privacy-policy.html>

Insofar as the requirements described in the respective provisions of the EU General Data Protection Regulation (GDPR) are met, the Submitter has the following rights; in particular:

- the right to information pursuant to Article 15 GDPR,
- the right of correction pursuant to Article 16 of the GDPR,
- the right to deletion pursuant to Article 17 of the GDPR,
- the right to restrict processing pursuant to Article 18 of the GDPR,
- the right to data transferability pursuant to Article 20 of the GDPR,
- the right of objection pursuant to Article 21 of the GDPR, and
- the right to appeal to a supervisory authority pursuant to Article 77 GDPR.

The submitter represents and warrants that she has received the prior approval from the co-authors to provide their data to the EASD. The information collected in the EASD online abstract submission system is subject to data processing to proceed with the elaboration of the EASD Annual Meeting abstract/late-breaking abstract-based programme. Provision of personal data is a statutory requirement to list the authors who have contributed to the paper submitted. The recipients of the data are EASD Staff who process the submissions and the EASD Programme Committee members involved in the abstract/late-breaking abstract-based programme.

Transfer of personal data to EASD Staff, contractors as well as other EASD related scientific organisations occurs for production, promotion and dissemination of the EASD Annual Meeting content.

## **12. Limitation of liability**

EASD is liable without restriction under the Product Liability Act, for intentional or gross negligently caused damages, fraudulent concealment of defects and for damages resulting from injury to life, body or health caused by EASD, its legal representatives or vicarious agents.

Furthermore, EASD is liable if and insofar as it has issued a guarantee and this guarantee is violated caused by EASD, its legal representatives or vicarious agents.

In the case of simple negligent violation of essential contractual obligations, EASD shall be liable – if no liability has already been granted in accordance with the above provisions – only limited to the replacement of the foreseeable and contract-typical damage. Essential contractual obligations are all obligations whose fulfilment is a prerequisite for the performance of the contract, and on the fulfilment of which the Submitter regularly relies and is entitled to rely.

If and insofar as liability of EASD has not arisen according to the above provisions, EASD's liability in cases of ordinary negligence is excluded.

The above limitation and exclusions of liability under this Section 12 also apply with regard to the liability of EASD for its legal representatives and vicarious agents as well as the personal liability of the legal representatives and vicarious agents of EASD.

## **13. Applicable law and jurisdiction**

The law of the Federal Republic of Germany shall apply to the exclusion of the German choice of law rules and of the UN Convention on Contracts for the International Sale of Goods. Regardless of the above provision on choice of law, consumers who habitually reside outside the Federal Republic of Germany may, however, always rely on the protection of provisions from which, according to the law of the country in which they have their habitual residence, no deviation may be made by agreement;

this does not apply if a contract for the provision of services is concluded according to which the services to be provided to the consumer must be provided exclusively with the Federal Republic of Germany

The sole fulfilment location for delivery, service and payment is Düsseldorf, Germany, provided that the Submitter is an entrepreneur, a legal entity under public law or a special fund under public law.

If the Submitter is an entrepreneur, legal entity under public law or special fund under public law with residence (e.g. head office, main branch etc.) in the Federal Republic of Germany, the exclusive (including international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Düsseldorf, Germany. EASD is also entitled to sue the Submitter in any case at her general place of jurisdiction.

#### **14. Miscellaneous**

All communications during the submission process must be delivered in English.

The EU Commission provides the option of using a complaints procedure for online dispute resolution for consumers on the website <http://ec.europa.eu/consumers/odr>. We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.