

Agreement type for the organisation of an event between ITACET Foundation and companies

1 – General

The main role of ITACET Foundation (*hereafter called “The Foundation”*) is to promote, endorse and organise international technical events (seminars, training sessions, etc.) (*hereafter called “Event”*) whose aim is to encourage the education and the professional training of specialists of all levels in the various fields of Tunnelling and Underground Space Use.

The Foundation works in close cooperation with the ITA-CET Committee, who is in charge of implementing the ITA strategy on education and training.

The Foundation aims to contribute to a more disseminated know-how in Tunnelling and Underground Space Use by providing professionals as speakers or trainers, (*hereafter called “Speakers”*) for seminars, training sessions, practical demonstrations, etc...

2 – Scope of the event

The company, requests the Foundation to organise the following event:

- Title:
- Date:
- Place:

The obligations of the company may be delegated to a local organiser. The company is responsible for a careful selection of the local organiser. In the case of a delegation, the company bears all responsibility towards the Foundation.

3 – Organisation

- a) The programme of the Event and the choice of ITA speakers shall be determined by the ITA-CET Committee on Education and training in coordination with the ITACET Foundation and the company.
- b) As a general rule, the company shall be responsible for the logistical aspects of the event, while the support of the Foundation shall concern the Event’s educational aspects.
- c) The logistical aspects include, but are not limited, to the following:

- Negotiation and conclusion of hiring agreements and any other arrangements to be entered into for the hiring of the venue, including adequate technical installation such as sound systems and presentation equipment;
 - Design and layout of the venue and associated rooms and spaces in compliance with local health and safety rules and fire regulations;
 - Handling and processing of all requests for exhibition and/or demonstration space including planning the layout of exhibitions/demonstration;
 - Supervision and execution of all other necessary and appropriate organisational matters relating to the Event;
 - Invoicing of participants and collection of respective registration fees;
 - Supply of food and beverages for Speakers and participants;
 - Printing and disseminating of a set of proceedings for all attendees, including notepads and hand-outs with books, memory sticks and DVD's, etc.;
 - Marketing and publication of the Event through diary notices, direct mail, adverts, loose inserts and e-marketing.
- d) The Foundation is notably responsible for the educational aspects of the Event such as the relations with the Speakers, the coordination between the Speakers and the editing of the contents of the proceedings. In case of a Speaker being absent, the Foundation undertakes to provide a Speaker with equal expertise if possible time wise. Moreover, the Foundation shall not be liable for the absence of a Speaker.

4 – Financing

- a) The general responsibility of the Event's success or loss lies with the company unless otherwise agreed.
- b) As a general rule:
- The company shall carry all local costs incurring in connection with the Event (e.g. promotion and marketing, invoicing and collection of registration fees, drawing up and following-up of the detailed budget, functioning of the local secretariat, provision of room and all media facilities needed, hotel accommodation, food and local transportation for speakers - including the foreign ones, renting of the venue and all linked equipment and functioning,...).
 - The Foundation shall organise the pedagogical preparation of the Event.

- The company shall finance directly the international travel for the speakers; or after agreement with the Foundation, shall reimburse the Foundation for the corresponding amount.
- c) The company shall pay to the Foundation the amount of: 11 000 €. This amount includes the preparation of the event (pedagogical secretariat, editing, liaison with the speakers, etc.) and the recognition of the role the Foundation plays in the development of Tunnelling and underground space use.

5 - Speakers

- a) The ITA speakers of the event appointed by the ITA-CET Committee are provided under the responsibility of the Foundation. They are selected according to the agreed programme. The Speakers are mandated and instructed by the Foundation. Other speakers shall not participate as Speakers in the Event. As an exception, the company may provide Speakers, subject to the prior written approval of the Foundation
- b) The speakers are responsible for their respective insurance, both nationally and internationally

6 - Legal Responsibility and Copyright

- a) It is recognised by both parties that the relevant Speakers are presenting their own personal views and are not expressing the view of the Foundation nor the company. The company is responsible to forward that point to the audience during the event.
- b) Powerpoints and other documents displayed or handed out during the Event by the Speakers are Foundation-copyrighted. The company must observe and comply with all applicable legal regulations concerning the copyright.
- c) The Speakers are responsible for any use of images other than their own; ITACET Foundation cannot take responsibility for any unauthorised images used by them.
- d) Video recording of the training session is only permitted if permission has been obtained from the corresponding lecturers and from the ITACET Foundation.

7 - Logo of the ITACET Foundation and of the ITA-CET Committee

The official logo of the Foundation and of the ITA-CET Committee shall be used for the Event at no cost and shall be visible during the whole course of the Event; they shall be placed in adequate form on all official documents (on paper or electronically) including the Speakers' hand-outs and presentations. The company is not allowed to make use of these documents carrying the official logo of the Foundation and of the ITA-CET Committee for any purposes not connected to the Event.

8 - Language

The presentations will generally be made in English language. Upon the company request, they can be made in another language.

If needed, the costs related to simultaneous translation will be the responsibility of the company.

9 - Assignment



Neither party shall without prior written consent of the other party assign, transfer or charge its rights under the Agreement or deal with said rights in any other manner, or purport to do any of the same, or sub contract any or all of its obligations under the Agreement.

10 – Changes to the Agreement

Any changes of this Agreement (including this clause) have to be made in written form.

11 - Choice of law / Jurisdiction

This agreement is governed by substantive Swiss law, excluding conflict of law rules.

The parties endeavour to settle disputes which may rise between them at the occasion of the interpretation or execution of the Agreement.

Disputes failing to be settled amicably within 60 days from the first complain in writing shall finally settled under the Rules of Arbitration of the International Chamber of Commerce (hereafter “Rules”) by a sole arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland; the arbitration proceedings shall be conducted in English.

Approved on behalf of the company

Approved on behalf of the Foundation

Date

Date

Date

Signature

Signature

Signature