

Co-organisation of Events with ITA Member Nations

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

The following conditions apply when the Foundation participates in the organisation of Events with member nations of the ITA-AITES (*hereafter called “ITA Member Nation”*). They may be adjusted according to local conditions.

2 – Letter of Order

For any co-operation between the Foundation and ITA Member Nation regarding Events, a specific Letter of Order must be sent by the ITA Member Nation to the Foundation. The letter shall contain the specific information concerning the Event:

- Title, place, date and time of the Event
- Programme of the Event
- Financial Conditions

By sending the Letter of Order, ITA Member Nation confirms having taken notice of the present conditions.

The obligations of ITA Member Nation may be delegated to a local organiser. ITA Member Nation is responsible for a careful selection of the local organiser. In the case of a delegation, ITA Member Nation remains fully responsible towards the Foundation of all aspects of the Event.

3 – Conditions

3.1 Organisation

- a) The content and program of the Event shall be agreed jointly by the ITA Member Nation and the representative of the Foundation.
- b) As a general rule, ITA Member Nation shall be responsible for the logistic aspects, while the Foundation shall be responsible for the educational aspects in coordination with the Committee ITA-CET of the ITA-AITES.

- c) The logistic aspects include, but are not limited to the following:
- Negotiation and conclusion of rental agreements and any other arrangements to be entered into for the renting of the venue, including the adequate technical installation like 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 organisational and administrative matters necessary and appropriate 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 for all attendees of a set of proceedings, including notepads and handouts with books, memory sticks and DVD's, etc, the editing of the proceedings being made by the Foundation
 - 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 selection of the local and foreign Speakers (see also article 3.3.a) and the relations with the Speakers, especially the coordination between the Speakers and the editing of the contents of the proceedings.
- e) The ITA Member Nation shall run the evaluation form provided by the Foundation, collect and return them to the Foundation

3.2 Financing

- a) As a general rule, the Event will be run under the "Risk Sharing" policy related to the initial investment:

- ITA Member Nation 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 carry costs related to the pedagogical preparation of the Event, including possible international travelling and pro-labore fee of the foreign Speakers.
- b) On a voluntary basis, the Foundation may finance on its own budget the participation of participants from neighbouring developing countries (travelling and accommodation).
- c) The ITA Member Nation shall reimburse the Foundation, if the financial results of the event are positive, based on open-book accounting, the following successive items:
- Pedagogical preparation of the Event, including the functioning of the international secretariat and the preparation of the editing of proceedings for the Event
 - International travelling expenses of the foreign Speakers
 - Pro-labore fees for the foreign Speakers
- d) After payment of these, if the financial results are still positive, a donation to the Foundation shall be considered at the ITA Member Nation's discretion
- e) The general responsibility of the Event's success or loss lies with ITA Member Nation unless otherwise agreed in the Letter of Order.

3.3 Speakers

- a) The Speakers of the Event shall be appointed and provided under the responsibility of the Foundation. They are selected according to the agreed program. The Speakers are mandated and instructed by the Foundation. Other Speakers than those provided by the Foundation shall not participate as Speakers in the Event. As an exception, ITA Member Nation may provide Speakers, subject to the prior written approval of the Foundation
- b) The Speakers are responsible for their own insurance purposes in all respect, both nationally and internationally

3.4 Legal Responsibility

- a) It is recognized by both parties that the Speakers are presenting their own personal views and are not expressing the view of the Foundation. ITA member Nation is responsible to forward that point to the audience during the event.

- b) Papers and documents displayed or handed out during the Event by the Speakers are copyrighted. ITA Member Nation must observe and comply with all applicable law regulations concerning the copyright.

3.5 Logo of the Foundation

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

3.6 Language

The presentations will generally be made in English language. Upon ITA Member Nation request, they can be made in another language.

If needed the costs related to simultaneous translation will be carried by ITA Member Nation.

4– Assignment

Neither party shall without prior written consent of the other party assign, transfer, charge or deal in any other manner with this agreement or its rights hereunder or part thereof, or purport to do any of the same, or sub contract any or all of its obligations under the agreement

5– Choice of law / Jurisdiction

The parties endeavour to settle amicably disputes or litigations which may rise between them at the occasion of the interpretation or execution of the present agreement.

Before any submission of the case to the court, litigations which fail to be settled amicably will be submitted to the arbitration of representatives of ITA Executive Council nominated by the ITA President.

In case of persistent disagreement, the litigation will be submitted by the most diligent party to the court of arbitration of the city of Lausanne (Switzerland).

Read and approved by the representative of the ITA Member Nation

Date

Signature