

# **Agreement concerning the support by ITACET Foundation of Events regarding Training organized by the Industry**

## **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 or trainers, (*hereafter called “**Speakers**”*) for seminars, training sessions, practical demonstrations, etc...

The following agreement applies when the Foundation provides support to the Tunnelling Industry in the organisation of Events (*hereafter called “**Client**”*).

## **2 – Letter of Order**

For any support provided to the Client by the Foundation regarding Events, a specific Letter of Order must be sent by the Client 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
- Financing conditions of the intervention of the Foundation (see 4 – Financing)

By sending this letter the Client confirms having taken notice of the present agreement and accepting it.

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

## **3 – Organisation**

- a) The content and program of the Event shall be determined by the Foundation in coordination with the Client.
- b) As a general rule, the Client shall be responsible for the logistic aspects of the event, while the support of the Foundation shall concern the Event’s educational aspects.
- c) The logistic 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 the 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 handouts 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 educational aspects shall notably concern the preparation of the proceedings contents and the relations with the Speakers, i.e. their choice, the assistance to and briefing and support of the Speakers with necessary material and preparation of the Speaker's handouts.  
In case of 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) As a general rule:
- The Client shall bear all costs incurring in connection with the Event (e.g. promotion and the marketing, invoicing and the collection of registration fees, drawing up and following-up of the detailed budget, costs of functioning of the secretariat for the Event, provision of rooms and all media facilities needed, renting of the venue, and all linked equipment and functioning, hotel accommodation, food, local and international transportation for speakers, possible pro-labour fee of the Speakers,...).

- The Client shall also bear costs occurring to the Foundation for the Event (e.g. administrative preparation, relations with the Speakers, preparation of the proceedings contents, etc...
  - The Foundation shall bear costs of the aforementioned pedagogical aspects of the Event.
- b) The general responsibility of the Event's profit or loss lies with the Client unless otherwise agreed in the Letter of Order.
- c) It will be expected that, after accomplishment of the Event, a donation at the discretion of the Client will be made to the Foundation.
- d) On a voluntary basis, the Foundation may finance on its own the participation of participants from neighbouring developing countries (Travelling and accommodation).

## **5 - 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, the Client 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 recognized by both parties that the relevant Speakers are presenting their own personal views and are not expressing the view of the Foundation nor the Client. The Client 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 Foundation-copyrighted. The Client must observe and comply with all applicable law regulations concerning the copyright.

## **7 - 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. The Client is not allowed to make use of these documents carrying the official logo of the Foundation for any purposes not connected to the Event

## **8 - Language**

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

If needed the costs related to simultaneous translation will be carried by the Client.

## **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 Lausanne, Switzerland; the arbitration proceedings shall be conducted in English.

**The Foundation**

**The Client**

**Date**

**Date**

**Signature**

**Signature**

Updated on 09.05.11 by the Secretary of the Foundation, the Chairman and the Executive Director of the Executive Board