



WORLD CONFERENCES ON RESEARCH INTEGRITY

This agreement is made on the <day-month-year> between:

- (1) The World Conferences on Research Integrity Foundation (“WCRIF”) a foundation duly incorporated and existing under the laws of The Netherlands whose registered office is located at De Boelelaan 1105, 1081HV Amsterdam, The Netherlands (Netherlands Chamber of Commerce Business Register CCI number 69154481 and RSIN 857757106)
 - (2) <local organizer> whose address is <full address>
- (each a “Party” and collectively the “Parties” for the purposes of this Agreement)

1. Purpose and Parties Involved

- 1.1 This agreement is between the World Conferences on Research Integrity Foundation, hereinafter designated and defined as (“WCRIF”), and <local organizer> (“<acronym of local organizer>”) as the Local Organizer. The intention of this agreement is to define the roles and responsibilities of both the WCRIF and, and to govern their relationship in the planning, organizing, execution and follow-up of the Xth conference in a series of World Conferences on Research Integrity.
- 1.2 The event shall be called the Xth World Conference on Research Integrity (“Xth WCRI”), and is planned to be held on dates to be determined and agreed by the Parties in May or June 20XX.

2. General Provisions

The WCRIF and <LO> shall cooperate in organizing the Xth WCRI and designing and executing the Xth WCRI jointly in accordance with this agreement and the specifications outlined in Annex 1.

3. The Xth WCRI Co-Chairs

- 3.1 The Governing Board of the WCRIF will appoint three Co-Chairs of the Conference. These will be <name> (<LO>), <name> (<affiliation>) and <name> (<affiliation>).
- 3.2 The obligations of the Co-Chairs of the conference are to plan the program, invite speakers and otherwise prepare the conference.

4. Appointment and Responsibilities of the Committees Involved in the Xth WCRI

A Program Committee, an Advisory Committee and a Local Organizing Committee shall be established according to the provisions below:

- a) The Co-Chairs of the conference will propose a Program Committee to the Governing Board of the WCRIF, which will appoint the final Program Committee. The Program Committee will consist of the Co-Chairs of the conference and 4-6 additional research integrity experts.
- b) The program of the Xth WCRI is the responsibility of the Program Committee, operating under the approval of the Governing Board of the WCRIF.
- c) The WCRIF and the Co-Chairs of the conference will establish a joint project timeline and work plan covering the period from September 20XX to December 20XX. The timeline and work plan will include several compulsory Committee meetings. The WCRIF and the Co-Chairs will respond promptly to requests for input or approval on initiatives, proposals or communications produced by either Party.
- d) The Governing Board of the WCRIF will support the Co-Chairs of the conference and the Program Committee with provision of their contacts (e.g. on potential sponsors and keynote speakers) and their experience accrued during previous World Conferences.
- e) An in-person meeting between the Co-Chairs of the conference, the Program Committee and the Governing Board of the WCRIF will be convened approximately 12 months before the conference. The Co-Chairs of the conference will inform and consult with the Program Committee and the Governing Board of WCRIF by e-mail (or by conference call or video conference, if needed) on a regular basis to discuss progress and solve any problems. The WCRIF Chair will ensure that the Governing Board and the Program Committee comply with their obligations adequately and timely. The Chair of the WCRIF will be responsible for setting up and chairing these meetings, whether in-person or phone or video communications.
- f) The Co-Chairs of the conference will propose an Advisory Committee to the Governing Board of the WCRIF, which will appoint the Advisory Committee. The Advisory Committee will consist of 4-6 members from the general geographic region of the conference site.
- g) The Advisory Committee will provide advice and guidance to the Co-Chairs of the conference when consulted.
- h) <Co-Chair from LO> will serve as Chair of the Local Organizing Committee and will propose Local Organizing Committee members in consultation with the other Co-Chairs to <LO> who will appoint the Local Organizing Committee. The Local Organizing Committee will consist of the Chair and 4-6 additional members from the local area of the conference site.
- i) The Co-Chairs of the conference and the Local Organizing Committee will work closely together to develop networks of support with a focus on the interests of the Xth WCRI and sustainability of the conference. The Local Organizing Committee will make regular updates of contacts made, as well as general information regarding fundraising, marketing and communications. The Local Organizing Committee will share this information with the Co-Chairs, the Program Committee and the

Governing Board of WCRIF. <Co-Chair from LO> will ensure that the Local Organizing Committee complies with its obligations adequately and timely.

5. Xth WCRI Representation

The Co-Chairs of the conference will represent the Xth WCRI in conjunction with the Chair of the WCRIF Governing Board as the public spokespersons for the Xth WCRI. During significant public events related to Xth WCRI, this role will be undertaken jointly by the Co- Chairs of the conference.

6. Communication, Xth WCRI Branding and Standards

6.1 When referring to the goals and values of the Xth WCRI and the World Conferences on Research Integrity in general, the WCRIF shall provide the official material and versions which will be used in Xth WCRI.

6.2 In all communication (including printed and digital), the WCRIF will be named and recognized as the owner of the name of "the World Conferences on Research Integrity".

6.3 In accordance with the objectives of Xth WCRI, WCRIF agrees that <LO> will have the option to publicize the Xth WCRI in order to maximize interest and increase dissemination of information related to the Xth WCRI along with the effect of the Xth WCRI on target audiences and use the name of Xth WCRI for publicity and in all communication materials.

6.4 WCRIF allows <LO> to use the names, trademark and logos of WCRIF for purposes connected to the organization of the Xth WCRI. <LO> will retain ownership of any IP rights in software and other processes developed by <LO> prior to or during the period of this Agreement in order to organize the Xth WCRI.

7. Finances and Insurance

7.1 The WCRIF has granted or grants the right to organize the Xth WCRI to <LO> according to the terms of this Agreement and on the basis of budget estimates provided in the final version of its bidding documents.

7.2 Subject to compliance with <LO> internal financial administration regulations and procedures, responsibility for preparing detailed and revised budgets rests with <LO> and the Local Organizing Committee. Responsibility for financial management rests with <LO>, which will inform the Co-Chairs of the conference on a regular basis about income and expenditure projections, including significant deviations from the initial budget. <LO> will also provide a final financial account to the Governing Board of the WCRIF not later than 31 December 20XX.

7.3 Fundraising is the responsibility of <LO> and the Local Organizing Committee in close collaboration with the Co-Chairs of the conference.

7.4 Should significant modifications to the budget be necessary, <LO> and the Co-Chairs of the conference will inform the Governing Board of the WCRIF immediately and propose how it plans to organize Xth WCRI with scope and size that will still meet the expectations of the conference.

- 7.5 The WCRIF cannot be held financially responsible or otherwise liable for the budget of Xth WCRI. <LO> shall assume responsibility for insurance for the event and comprehensively cover its financial risk and other liabilities, whether by commercial insurance or by bearing those risks and liabilities itself.
- 7.6 The <LO> will receive Euro 50,000 from the organizers of the X-1th WCRI (or less if the surplus of the conference is smaller), to cover the initial costs of organizing the Xth WCRI.
- 7.7 In the event that there is a surplus once all amounts and/or expenses have been paid by <LO> or deducted from the Conference Income, Euro 50,000 of the surplus will be forwarded to the organizers of the X+1th WCRI. If the surplus is less that amount will be forwarded.
- 7.8 The remaining surplus (if any) shall be divided equally between the WCRIF and <LO>.
8. Other Matters
- 8.1 <LO> will follow the Privacy Statement of WCRI Foundation (available on www.wcrif.org) and all local rules and applicable relevant data protection legislation in all activities connected to the Xth WCRI.
- 8.2 Sponsoring will only be accepted from organizations that have a demonstrated interest in promoting research integrity and whose values are consistent with the values of the World Conferences on Research Integrity. The WCRIF reserves the right to refuse inappropriate sponsorship.
- 8.3 About one year before the Xth WCRI, the Program Committee and the Governing Board of the WCRIF will decide in a joint Planning Meeting on the draft program and the planned budget proposed by the Co-Chairs of the conference.
- 8.4 The Co-Chairs of the conference must consult the Governing Board members on major changes to the program of the Xth WCRI and on major changes to the budget.
- 8.5 The Co-Chairs of the conference will provide the following to the WCRIF before 31 December 20XX:
- a) An informative evaluation of the Xth WCRI on the basis of a web-based survey of its participants.
 - b) A final financial account on the Xth WCRI.
 - c) Transfer of Euro 50,000 of the positive financial surplus plus 50% of the remaining positive financial surplus (if any) to the bank account of the WCRIF.
 - d) An updated manual and a set of files relevant for organizing the X+1th WCRI. The benchmark for this set of files is the information provided by the Co-Chairs of the X-1th WCRI.
 - e) A complete and working version of the Xth WCRI website in such a format that it can be added to the WCRIF website including all pertinent conference materials such as slides, videos, and photos.
 - f) A fully updated version of the WCRI Database containing all past and present participants plus all who have shown an interest in the WCRIs, with all duplicate records removed and taking into account the rules stipulated in the Privacy Statement of WCRI Foundation (available on www.wcrif.org).

8.6 Each Party shall be responsible for the supervision, direction and control of its own personnel and other resources while carrying out their obligations under this Agreement.

9. Language

The language of Xth WCRI will be English.

10. Breach of Contract and Liability

10.1 Should either Party ("the defaulting party") to this Agreement breach any material term of this Agreement and fail to remedy such breach within 20 (twenty) Business Days of the date of receipt of a written notice from the other Party ("the aggrieved party") requiring such breach to be remedied, the aggrieved party will be entitled immediately to cancel this Agreement by written notice to the defaulting party, which cancellation will be without prejudice to any other rights which the aggrieved party may at law enjoy arising out of such breach and/or cancellation.

10.2 In case of early termination of this agreement, <LO> and the WCRIF agree to collaborate and agree upon any external communication about the termination of the agreement or cancellation of the event so as to ensure that both Parties are protected from any damage to their entity or reputation. If cancellation of the Xth WCRI is necessitated by events outside the control of the Parties (such as natural disaster or other emergency), the WCRIF and <LO> shall collaborate and agree upon effective cancellation and all related communications.

10.3 Nothing in this Agreement shall restrict the liability of either Party for death or personal injury arising from its negligence or for fraud.

10.4 Neither Party shall be liable vis-a-vis each other for any indirect or consequential loss, and/or incidental, special, exemplary or punitive damages, including but not limited to: loss of profit; loss of goodwill; loss of use and/or loss of production or other business interruption; loss of third party contracts or for damages/penalties of any description suffered under such contracts; irrecoverable business overheads; economic loss or any indirect or consequential loss; or loss of use, revenue, profits, contract and/or production; however caused or arising in connection with this Agreement whether or not foreseeable at the date of this Agreement and irrespective of whether caused by negligence or by any other act(s) or breach(es) of this Agreement.

11. Force Majeure

11.1 Force Majeure refers to unforeseeable and unavoidable exceptional events justifying exemption from any obligation, commitment or responsibility.

11.2 If the performance by either Party of any of its obligations under this Agreement shall be prevented by circumstances beyond its reasonable control, then such Party shall be excused from performance of that obligation for the duration of the relevant force majeure event.

12. Duration of Contract

This Agreement shall commence on the Effective Date and will terminate on 31 December 20XX.

13. Applicable Laws and Resolution of Disputes

The validity and interpretation of this Agreement and the legal relationship of the Parties to it shall be governed by the laws of The Netherlands. Every reasonable effort will be made by both Parties to resolve any dispute amicably, failing which such disputes arising in connection with this Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.

14. Amendments

This Agreement and any Appendices (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Xth WCRI. Any variation shall be in writing and signed by authorized signatories for both Parties.

15. General

15.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be considered in the interpretation of this Agreement.

15.2 The WCRIF warrants that it has the authority to grant the rights to <LO> as described in this Agreement.

15.3 Any notices required to be given or given under this Agreement shall be in writing and be addressed to the Parties as shown below. Notices shall be delivered by certified or registered mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received. If immediate notice is required, an electronic submission shall precede the notice delivered by certified or registered mail.

If to <LO>: <full postal and e-mail addresses>

If to the WCRIF: Ms. Zoë H. Hammatt, secretary of WCRIF
49 South Kalaheo Avenue
Kailua, Hawaii 96734
Email: hammatt@hawaii.edu

15.4 No waiver of a breach by either Party of any covenant, condition, obligation or understanding of this Agreement shall be deemed to constitute a waiver of any other breach of the same, or of any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by either Party of any right preclude any further exercise thereof, or the exercise of any other right.

15.5 Should any part or provision of this Agreement be prohibited or rendered void or unenforceable by any legislation to which it is subject, the part or provision in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or

unenforceable, and no further; and the validity or enforceability of any other part of this Agreement shall not thereby be affected. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic obligations and balance between the Parties.

15.6 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and to the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party; any attempted assignment is void.

15.7 This Agreement shall be signed in two (2) originals in English.

As witness the WCRIF and <LO>, intending to be legally bound, have executed this Agreement as of the Effective Date by their respective duly authorized representatives.

Prof Lex M. Bouter, PhD
Chair, Governing Board of WCRIF

<representant of LO>

Annex 1: Description of the elements of the Xth WCRI mentioned in the call for bids (indicative, not binding)

Conference format: The conference begins with pre-conference activities on Sunday and an opening session followed by informal reception on Sunday evening. The conference ends on Wednesday late afternoon. The schedule for past conferences can be used as a general pattern for subsequent conferences. Following the pattern of the WCRI Digital Event held in 2021 and 2023, a digital bridging event may be planned for 2024 (May - June) to provide momentum and encourage attendance during the 2026 conference.

Anticipated attendance: 500-800 on-site participants; 300-500 virtual participants

Venue: Facilities should include space for:

- plenary sessions (seating 800)
- concurrent sessions (6-7 rooms per session, each seating between 50 and 250)
- poster displays (accommodating 150 posters)
- venue for opening reception, lunches, coffee breaks

Host institutions are expected to provide conference management, audio-visual equipment and support and communication including excellent WiFi connectivity.

Hotel accommodation: Accommodations for 500-750 participants at a range of different price levels. Include information on:

- availability of rooms
- distance to the conference venue
- price ranges
- banquet facilities for the conference dinner
- contract deadlines for hotels and banquet facilities

Local features: Include information on:

- accessibility by direct flights
- visa requirements

- local transportation
- safety situation
- likely weather conditions
- local attractions
- competing events at the planned time

Conference planning organization: Include information on any organizations and services that will help to plan the conference, including experience and fees.

Local Committee members: Include names, background and contact information of people who have agreed to serve as members of the Local Committee (approximately 4-6 people). The Chair of the Local Organizing Committee will serve as the primary local contact for the conference, and the Chair and one other member of the Local Organizing Committee will serve on the Program Committee.

Proposed budget:

The budget must include all anticipated expenses and provide a realistic assessment of the funding already obtained or expected, with letters of commitment as available. All of the following entries should be considered when drafting the budget.

- Costs
 - Hotel facilities
 - Conference planning agency fee
 - Opening reception
 - 3 buffet lunches
 - 6 coffee breaks
 - Banquet
 - Banquet venue
 - Banquet transportation
 - Music, lighting, decorations at conference dinner
 - Audio-visual at conference dinner
 - Website development and maintenance
 - On-site computer facilities

- Marketing
- Conference packets, bags and name tags
- Materials and supplies
 - Audio-visual rental and support, including video recording of plenary lectures and making the videos available in mp4 format
 - Streaming plenary keynote lectures with the possibility of shifting to a digital event for all conference sessions (please detail costs for digital event)
- Equipment rental
- WiFi access in conference centre
- Photographer
 - Planning Meeting of the WCRIF Governing Board and the Programme Committee one year before the conference
 - Registration waivers, hotel accommodation and travel support for the WCRIF Governing Board and the Programme Committee
 - Registration waivers, hotel accommodation and travel support for plenary keynote speakers (with the expectation that plenary keynote speakers attend all or most of the conference to interact with attendees)
 - Registration waivers and travel support for participants from Low- or Middle-Income Countries
 - Comprehensive conference insurance (unless the hosting organisation provides evidence that it will and can bear the risk)
- Other expenses related to the conference
- Other expenses unique to conference site (e.g., transportation)
- Contingency fund of 20% of entire budget
- Income
 - Bids need to include firm expressions of intent by sponsors for a total of at least USD 100,000 and to offer a plausible strategy to secure the sponsoring needed in the amount of USD 300,000 to 350,000. (Sponsors should be informed that funds may be used for an in-person / digital / hybrid event, depending upon circumstances.)
 - Contributions from organizations in the host country (letters of support when available)
 - Contributions from previous conference supporters (letters of support when available)
 - Contributions from new conference supporters (letters of support when available)
 - Include paid registrations from 500 participants at approximately USD 700 each and 300 virtual participants at approximately USD 300 each