

Draft agreement between WCRIF and local organizer

.... World Conference on Research Integrity

This agreement is made on the ...day of ... 20.. 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

(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] (“...”) as the Local Organizer. The intention of this agreement is to define the roles and responsibilities of both the WCRIF and [Local Organizer] , and to govern their relationship in the planning, organizing, execution and follow-up of the in a series of World Conferences on Research Integrity.
- 1.2 The event shall be called the World Conference on Research Integrity (“..WCRI”), and is planned to be held on dates to be determined and agreed by the Parties in May/June 20...

2. General Provisions

The WCRIF and [Local Organizer] shall cooperate in organizing the ..WCRI and designing and executing the ..WCRI jointly in accordance with this agreement and the specifications outlined in Annex 1.

3. The ..WCRI Co-Chairs

- 3.1 The Governing Board of the WCRIF will appoint three Co-Chairs of the Conference. These will be
- 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 ..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 approve the final Program Committee. The Program Committee will consist of the Co-Chairs of the conference and 4-6 additional members.
- b) The program of the ..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 to 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 will be convened in May or June of 20... The Co-Chairs of the conference will inform and consult with the Program Committee and the Governing Board of WCRIF electronically (or by conference call, if needed) on a regular basis to discuss progress and solve any problems. The Chair of the WCRIF will be responsible for setting up and chairing these meetings, whether in-person or by electronic or phone communications.
- f) The Co-Chairs of the conference will propose an Advisory Committee to the Governing Board of the WCRIF, which will approve the final 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) will serve as Chair of the Local Organizing Committee and will propose Local Organizing Committee members to the other Co-Chairs, who will approve the final 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 ...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.

5. ..WCRI Representation

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

6. Communication, ..WCRI Branding and Standards

6.1 When referring to the goals and values of the ..WCRI and the World Conferences on Research Integrity in general, the WCRIF shall provide the official material and versions which will be used in ..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 ..WCRI, WCRIF agrees that [Local Organizer] will have the option to publicize the ..WCRI in order to maximize interest and increase dissemination of information related to the ...WCRI along with the effect of the ...WCRI on target audiences and use the name of ...WCRI for publicity and in all communication materials.

7. Finances and Insurance

7.1 The WCRIF has granted or grants the right to organize the ..WCRI to [Local Organizer] according to the terms of this Agreement and on the basis of budget estimates provided in its bidding documents and summarized in Annex 2.

7.2 Subject to compliance with [Local Organizer’s] internal financial administration regulations and procedures, responsibility for preparing detailed and revised budgets rests with [Local Organizer] and the Local Organizing Committee. Responsibility for financial management rests with [Local Organizer], 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. [Local Organizer] will also provide a final financial account to the Governing Board of the WCRIF not later than 31 December 20...]

7.3 Fundraising is the responsibility of [Local Organizer] 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, [Local Organizer] and the Co-Chairs of the conference will inform the Governing Board of the WCRIF immediately and propose how it plans to organize ..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 ..WCRI. The insurance for the event is the responsibility of [Local Organizer].
- 7.6 The WCRIF will receive 50 percent of the positive financial surplus of the ..WCRI (if any) based on the final financial account and [local organizer] is given discretion to the use the remaining 50%.

8. Other Matters

- 8.1 A specific and separate agreement regarding the use of databases shall, if necessary, be signed to comply with national and international regulations, including personal data protection laws, and to make sure that the captured information is appropriately and efficiently used for the development of the World Conferences on Research Integrity.
- 8.2 Sponsoring will only be accepted from organizations that have a demonstrated interest in promoting integrity in research 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 ..WCRI, the Program Committee and the Governing Board of the WCRIF will decide in a joint 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 ..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 20..:
- a) An informative evaluation of the ..WCRI on the basis of a web-based survey of its participants.
 - b) A final financial account on the ..WCRI. This includes a transfer of 50 percent of the positive surplus of the ..WCRI to the bank account of the WCRIF.
 - c) A set of files relevant for organizing the next World Conference on Research Integrity. The benchmark for this set of files is the information provided by the Co-Chairs of the preceding World Conference on Research Integrity.
 - d) A complete and working version of the ..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.
- 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 ..WCRI will be English.

10. Breach of Contract and Liability

- 10.1 This Agreement may be terminated by either Party for any breach of any of the material obligations set out in this Agreement, by giving not less than ninety (90) days' written notice to the other of its intention to terminate. This refers foremost to the situation that a Party either wants to withdraw from organizing the ..WCRI, wants to hand over the organization to a third party, or wants to significantly change the nature of the ..WCRI. The notice shall include a detailed statement describing the nature of the breach. If both Parties agree that the breach is capable of being remedied and is effectively remedied within the ninety-day notice period, then the termination shall not take effect. If, however, both Parties agree that the breach is of a nature such that it can be fully remedied but not within the ninety-day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy according to one of the parties involved, then the termination shall take effect at the end of the ninety-day notice period in any event.
- 10.2 In case of early termination of this agreement, [Local Organizer] 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 ...WCRI is necessitated by events outside the control of the Parties (such as natural disaster or other emergency), the WCRIF and Local Organizer 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-à-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 20...

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 ..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 [Local Organizer] 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 ...:

If to the WCRIF:

Professor M. S. Anderson, secretary of WCRIF
University of Minnesota
Department of Organizational Leadership, Policy and
Development
206 Burton Hall
178 Pillsbury Drive SE
Minneapolis, MN 55455

Email: mand@umn.edu
Phone: 1-612-624-5717

- 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 [Local Organizer], intending to be legally bound, have executed this Agreement as of the Effective Date by their respective duly authorized representatives.

For the World Conferences on Research Integrity Foundation For

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

.....

Annex 1: Specification of the agreed elements of the ..WCRI

Format: The conference begins with pre-conference activities on Sunday afternoon and an opening session followed by an informal reception on Sunday evening. The conference ends three days later, on Wednesday late afternoon. The schedule for recent conferences is used as a general pattern for subsequent conferences.

Anticipated attendance: 500-800

Venue: Facilities should include:

- plenary sessions (seating 800)
- concurrent sessions (6-7 rooms per session, each seating between 50 and 250)
- poster displays (accommodating 150 posters)
- opening reception, lunches, coffee breaks
- Host institutions are expected to provide conference management, audio-visual equipment and support, communication including adequate WiFi connectivity, and contact details.

Hotel accommodation: for 500-800 participants at different price levels

Proposed budget: The budget must include all anticipated expenses and provide a realistic assessment of the expected sponsorship amounts. 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 banquet
- Audio-visual at banquet
- Website development
- On-site computer facilities
- Marketing
- Conference packets, bags and name tags
- Materials and supplies
- Audio-visual rental and support, including video-recording of plenary sessions and producing videos for YouTube
- Equipment rental

- WiFi access in conference center
- Photographer
- Hotel accommodation and travel support for meeting of Governing Board and Program Committee one year before the conference
- Registration waivers, hotel accommodation and travel support for Governing Board and Program Committee
- Registration waivers, hotel accommodation and travel support for plenary keynote speakers
- Registration waivers and travel support for at least 25 active participants from less privileged countries
- Other expenses related to the conference
- Other expenses unique to conference site (e.g., transportation)
- Contingency fund of 20%

Income

- Contributions from organizations in the host country
- Contributions from previous conference supporters
- Contributions from new conference supporters
- Paid registrations from 500 participants at approximately US\$700 each