Model Collaboration Agreement for the Organisation of the EuroScience Open Forum [Year] (hereinafter Agreement)

between

The European Association for the Advancement of Science and Technology EUROSCIENCE (hereinafter “EuroScience”),
1 QUAI LEZAY-MARNESIA
67000 STRASBOURG
FRANCE

and

[...]
(hereinafter “Host”)

collectively known as “Party” or “Parties”.

Whereas

the Parties agree to work together on the [year] edition of the EuroScience Open Forum (hereinafter ESOF[Year]), the present Agreement has been concluded.

1. Scope and Purpose

With the signature of the present Agreement, the parties wish to ensure reliable and confidential preparation of ESOF[Year] as a pan-European general science conference, in the tradition of the ESOF conference series.

This Agreement will guide the collaboration for the period beginning with its signature and ending on 31 December [year]. The scope and duration of the collaboration may be amended and/or extended through joint written agreement of both Parties.

2. Agreement of the Parties

The Parties agree to the conditions expressed below.

2.1 The Host shall:
   a) organise ESOF[Year] as set out in Annex 1 of this Agreement;
   b) provide the necessary insurance coverage for holding the ESOF[year] conference;
   c) employ the domain www.esof.eu for the official website of ESOF[Year];
   d) grant a representative of EuroScience voting rights on each and every committee described in Annex 1;
   e) use the following social-media channels for official information and promotion of ESOF[year]:
      a. Twitter: @ESOF_eu
      b. LinkedIn: www.linkedin/ESOF_eu/
      c. Facebook: www.facebook.com/ESOF.eu
      d. Instagram: @esof_eu
   f) provide EuroScience, free of charge, with a fully equipped conference room with a capacity of 80 to 100 persons for the entire ESOF conference;
g) provide EuroScience, free of charge, with a fully equipped board room with a capacity of 20 persons for the entire ESOF conference;

h) provide EuroScience, free of charge, with an event location with a capacity of approximately 100 persons for the EuroScience President’s dinner;

i) organise a handover ceremony to the following ESOF conference;

j) produce a full report on the impact of ESOF[year] for EuroScience;

k) pay a license fee of one hundred fifty thousand Euro (150 000 €) to EuroScience for the use of the registered trademark EuroScience Open Forum (ESOF), according to the payment schedule specified in Annex 2.

2.2 EuroScience shall:

a) grant the Host the right to use the registered trademark EuroScience Open Forum (ESOF) from [date] to 31 December [year];

b) provide the domain www.esof.eu

c) provide access to the following social-media channels:
   a. Twitter: @ESOF_eu
   b. LinkedIn: www.linkedin/ESOF_eu/
   c. Facebook: www.facebook.com/ESOF.eu
   d. Instagram: www.instagram.com/esof_eu

d) provide the Host with data, reports and other information regarding past ESOF editions.

3. Risk Management Strategies

3.1 Both Parties agree that the Host shall complete an initial risk assessment for the work to be carried out throughout the collaboration, regularly update that assessment as the collaboration is expanded or changed and review both the analysis and the risk mitigation strategies at least once annually.

3.2 The risk assessment shall include, as a minimum, consideration of risks relating to facilities and equipment, programme participants, employment, volunteers, financial management and compliance with sponsor and funder requirements as well as applicable laws and regulations.

3.3 Each participating organisation will consult with its insurance carriers to determine the extent to which the organisation’s insurance coverage provides adequate protection for potential damage which may arise through participation in the collaboration. Each participating organisation will seek additional insurance coverage if needed to mitigate its own risks and to protect the other organisations participating in the collaboration.

4. Resolution of Disputes

Every effort shall be made by both Parties to resolve disputes amicably, not excluding mediation services. If such disputes cannot be resolved in this way, they shall be referred to a mutually agreed arbitration panel of three senior independent personalities connected with science and research in Europe. One such arbitrator shall be appointed by EuroScience, one arbitrator by the Host and the third arbitrator by the foregoing two arbitrators appointed by EuroScience and by the Host.

5. Addition of New Participating Organisations

Upon agreement by both Parties, additional organisations or governmental entities may be invited to participate in the collaboration. If the invited organisations or governmental entities decide to participate, both Parties will amend the present Agreement to include all participating organisations,
with all participating organisations sharing equally in the rights and responsibilities described in the Agreement.

6. Termination of the Agreement and Liabilities

6.1 Either Party may terminate this Agreement in the event of:

   a) the other Party’s continuing failure to perform any of its material obligations under this Agreement after being requested to do so by a notice in writing;

   or

   b) the other Party breaching any of the material terms of this Agreement and failing to remedy the breach within 30 days after being requested to do so by a notice in writing.

6.2 If EuroScience terminates the Agreement as a result of breach of contract by the Host, the Host shall be obliged to pay one hundred thousand Euro (100,000 €) to EuroScience as compensation. The Host cannot be obliged to compensate the actual damage suffered. In the event of termination according to this article, EuroScience retains the right to organize ESOF[year] under that name. The remaining organisations may choose to enter into a new agreement to guide their continuing work together.

6.3 If the Host terminates the Agreement as a result of breach of contract by EuroScience, EuroScience shall be obliged to pay one hundred thousand Euro (100,000 €) to the Host as compensation. EuroScience cannot be obliged to compensate the actual damage suffered. In the event of termination according to this article, the Host has the right to organize ESOF[year] under that name. The remaining organisations may choose to enter into a new agreement to guide their continuing work together.

6.4 Should termination of the Agreement lead to cancellation of the ESOF[year] conference, the Host and EuroScience agree to collaborate on and harmonise the external communication regarding cancellation of the conference in order to ensure that both Parties are protected from any damage to their identity and reputation.

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

7. Data

Both parties shall be co-controllers of all data collected during the collaboration, in accordance with Regulation (EU) 2016/679 (Personal Data Protection).

8. No Partnership/Agency

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. No Party shall hold itself out as being in any such relationship with the other Party and shall have no authority, express or implied, to act as agent of the other Party for any purpose. The Parties agree and acknowledge that the Host shall not constitute a commercial agent for the purposes of the French Commercial Code and more generally of Directive 86/653/EEC on the Co-ordination of the Laws of Member States relating to Self-Employed Commercial Agents.
9. Applicable Law

The present Agreement shall be construed and governed in accordance with French Law and the Parties agree, notwithstanding the provision of article 4, to submit to the non-exclusive jurisdiction of the Courts in Strasbourg for all contractual and non-contractual disputes.

10. Confidentiality

Both Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the express written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, with the exception of information that: (a) is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure); (b) is under obligation to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or orders of a court or other governmental authority; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors are bound by confidentiality obligations similar to those set forth in this article. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.


11.1 Article headings are inserted in this Agreement for convenience only and shall not be considered in the interpretation of the Agreement.

11.2 The Agreement is only binding for the Parties. Third Parties cannot require implementation of the Agreement nor be required to implement it, subject to any valid creditors rights.

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

AS WITNESS the hands of authorized signatories for the Parties:

Done at: Strasbourg/

Date:

For EuroScience

For the Host