



INTERNATIONAL LIFE SAVING FEDERATION

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INTERNATIONAL LIFE SAVING FEDERATION

WORLD CONFERENCE ON DROWNING PREVENTION 2015

HOST ORGANISATION AGREEMENT

THIS AGREEMENT is made on << Date >> between:

THE INTERNATIONAL LIFE SAVING FEDERATION (ILS),

Gemeenteplein 26 - 3010 Leuven – Belgium

Tel: +32 16 35 35 00 – Fax: +32 16 35 01 02 – E-Mail: ils.hq@telenet.be

(abbreviated as "**ILS**")

and

<<Host Organisation Name>> (Host Organisation) – Full Member of ILS

<<Address 1>>

<<Address 2>>

<<State / Province>>

<<Country>>

<<Telephone>>

<<Facsimile>>

<<Email>>

<<Web site>>

RECITALS

1. ILS controls all rights relating to the Event (as defined below), with the exception of the rights exclusively reserved to the Host Organisation.
2. ILS wishes to retain the Host Organisation to provide Event Organisation and Management Services to and for the conduct of the World Conference on Drowning Prevention 2015 (abbreviated WCDP 2015), and with this aim the Host Organisation should form, in its own sphere, an appropriate Organising Committee.
3. The parties wish to enter into this agreement to formalise the arrangements for the provision of the Services by the Host Organisation to and for ILS.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement the following expressions have the following meanings.

Budget means the budget for the Event.

Business Day means a day on which the major trading banks are open for ordinary business in Leuven, Belgium, excluding a Saturday, Sunday or public holiday.

Cash sponsorship means ready money such as currency and coins on hand, cheques, marketable securities and money orders given to an organisation through a donation, fundraising, government or philanthropic grants or commercial sponsorship for the purpose of delivering, promoting, supporting or assisting the Conference, Exhibition, Meetings, Workshops, tours, functions or an associated activity.

Commencement Date means the signing date of this agreement.

Confidential Information means Information, which is or has been:

- (a) Disclosed by ILS to the Host Organisation, whether orally, electronically or in writing, or
- (b) Otherwise obtained by the Host Organisation from ILS or of which the Host Organisation becomes aware, except Information, which the Host Organisation can establish:
 - (i) Is trivial in character.
 - (ii) Was in the public domain at the time of its provision by ILS.
 - (iii) Became part of the public domain after its provision by ILS, (otherwise than as a result of a breach of confidentiality by the Host Organisation, or
 - (iv) Is or came lawfully into the possession of the Host Organisation otherwise than as a result of a disclosure in breach of an obligation of confidence.

Event means the World Conference on Drowning Prevention 2015 (abbreviated WCDP 2015) and related ILS Meetings due to take place in <<City, Country>>, from <<Approved Dates>> 2015 and any associated or ancillary meeting taking place at the same time.

Fee means the fee payable by the Host Organisation to ILS under clause 4 for the hosting and associated rights provided by ILS under this agreement.

Information means information concerning ILS and, without limiting the foregoing, includes information or know-how pertaining to or connected in any way with the business or potential business of ILS or any of its members, including but not limited to:

- (a) Information about ILS or any information concerning its involvement.
- (b) Information concerning systems, technology and affairs.

- (c) Financial, technological, strategic or business information, concepts, plans, strategies, directions or systems.
- (d) Research, development, operational, legal, marketing or accounting information, concepts, plans, strategies, directions or systems.
- (e) Technology, source and object codes for computer software, Intellectual Property and technical and historic information relating thereto.

In-kind means an in-kind donation or gift of goods and services. In-kind goods and services are typically goods and services that an organisation would have to otherwise buy if they hadn't been donated.

Intellectual Property means all rights in or to any:

- (a) Patent, trademark, copyright, design or business name (in each case whether or not registered or registrable) or application for registration of same and rights in performances.
- (b) Trade secret, discoveries or inventions.
- (c) Know-how, technology, processes or knowledge (in each case of a confidential nature).

LMIC means Low and Middle Income Countries.

Representatives mean those third parties engaged by ILS to carry out services in relation to the Event.

Services mean those services the Host Organisation will provide to ILS including those services more particularly described in **schedule 1**.

Term means the term of this agreement under **clause 2**.

Venues means the venues used for the Event including the immediately surrounding areas from which any material for broadcasting rights could be obtained or which could be used for advertising which would be visible to television cameras within the venue, press centres, information centres and all other areas necessary for the proper organisation of the Event.

1.2 Construction

In this agreement unless the context otherwise requires:

- (a) Words incorporating the singular include the plural and vice versa.
- (b) Words incorporating any gender include the other genders.
- (c) References to persons include corporations and bodies politic.
- (d) References to a person include the legal personal representatives, successors and permitted assigns of that person.
- (e) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).
- (f) References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties.
- (g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include telex, facsimile and e-mail transmissions.

- (h) An obligation of two or more parties shall bind them jointly and severally;
- (i) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (j) References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- (k) An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.
- (l) Reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (m) References to this agreement include its recitals, schedules and annexes.
- (n) Headings shall be ignored in construing this document; and
- (o) If any day appointed or specified by this agreement for the payment of any money or the doing of any act or thing falls on a day that is not a Business Day, the day so appointed or specified shall be deemed to be the next day which is a Business Day

2. COMMENCEMENT AND TERM

This agreement will be taken to have commenced with effect from the Commencement Date and subject to **clause 9** will continue in force until all obligations of both parties are complete.

3. SERVICES AND HOST ORGANISATION OBLIGATIONS

- 3.1 In consideration of the hosting rights the Host Organisation shall provide the Services for the Term to ILS on the terms and conditions of this agreement and in particular will provide services that shall include, but not be limited to the following:
 - 3.1.1. Conduct an international educational and scientific Conference, including an associated exhibition, from **<<Approved Dates>>** 2015 to be known as “World Conference on Drowning Prevention 2015”, which shall be an international event to which all people of the world are invited for purposes of educating attendees, promoting exchange of information, and generally advancing methods of prevention, rescue, and medical care of drowning and other aquatic accidents.
 - 3.1.2. Create and maintain a website to ILS satisfaction;
 - 3.1.2.1. use the ILS website address;
 - 3.1.2.2. ensure Internet based bookings of registration, rooms, submission of abstracts etc., and which may house information on the prior event.
 - 3.1.2.3. It is the preference of ILS that the Host Organisation use the Conference Management System developed by RLSS Australia in its hosting of WCDP 2011. ILS will assist in any negotiations, if and as required.
 - 3.1.3. Promote the event globally to a standard and reach expected of an international conference.
 - 3.1.4. Conduct World Conference of Drowning Prevention 2015 in **<<City, Country>>**, as well as nearby hotels and facilities with the approval of ILS.
 - 3.1.5. Host International Life Saving Federation meetings as follows:
 - 3.1.5.1. ILS Commissioners Meetings on **<<Approved Dates>>**.

- 3.1.5.2. ILS Committee Meetings on <<Approved Dates>> in a number within the discretion of ILS for purposes of number, timing, and capacity as determined by ILS.
- 3.1.5.3. ILS Commission Meetings on <<Approved Dates>>.
- 3.1.5.4. ILS Elective General Assembly Meeting on <<Approved Dates>>.
- 3.1.5.5. ILS Board of Directors meetings on <<Approved Dates>>.
- 3.1.5.6. The above meetings are to be conducted in line with established ILS meeting protocol and in agreement with the ILS Secretariat.
- 3.1.6. Propose a full curriculum and agenda for the Event for the review and sole approval of ILS, through its designated representatives.
 - 3.1.6.1. The central theme for the Event shall be consistent with the ILS Strategic Framework or 2012-2015 and will be as approved by ILS.
 - 3.1.6.2. The ILS priorities are:
 - (a) A focus on primary prevention in LMIC countries and disadvantaged at-risk populations (e.g. children) to further our public health approach,
 - (b) Standard setting/global best practices determination for aquatic education, lifesaving and equipment and sport events (mostly secondary prevention), and
 - (c) Aquatic disasters (primary and secondary prevention).
 - 3.1.6.3. Through the ILS Conference Representative, engage the ILS Commissions and Committees in the Event programme development.
- 3.1.7. Facilitate the participation of international experts from throughout the world with proven skills in the purposes of the conference (as specified in 3.1.1). No less than two experts from each of the four ILS regions of the world will be invited to participate at the cost of the organisers, including airfares (economy class), accommodation, food and local transport. These experts may be proposed by the Host Organisation, but will be selected in the sole discretion of the ILS.
- 3.1.8. Produce a handbook in English covering key aspects of the event (eg. programme, presentation abstracts, list of posters, special events, plenary speakers' biographies and the like) in accordance with review and approval of ILS.
- 3.1.9. Conduct all events in English, with translation to additional languages in the discretion of the organisers and as approved by ILS.
- 3.1.10. Conduct additional events for participants and partners/spouses that shall include, but not be limited to:
 - 3.1.10.1. Welcome event for participants and partners/spouses.
 - 3.1.10.2. Cultural activities.
 - 3.1.10.3. City tour.
- 3.1.11. Offer accommodation at the conference hotels at the following maximum costs per day for the entire period of the events and one day before and after (all given rates include breakfast with rates shown in Euro):
 - 3.1.11.1. <<Hotel Name, Address and approved room rates>>
 - 3.1.11.2. <<Hotel Name, Address and approved room rates>>
 - 3.1.11.3. <<Hotel Name, Address and approved room rates>>
 - 3.1.11.4. Additional conference hotels, across a range of standards, will be submitted to ILS and confirmed prior to 1 October 2014.
- 3.1.12. Free transportation for all conference participants between the major accommodation venues in <<City>> and the Conference venue on each day of the conference prior to the commencement and immediately following the conclusion of the Event, and in an adequate capacity to accommodate all.
- 3.1.13. Conference rates not to exceed the following:

- 3.1.13.1. Advance (Early Bird) Rate: <<€TBA>> (received before <<agreed date >>).
 - 3.1.13.2. Full Rate: <<€TBA>>
 - 3.1.13.3. Student Rate: 50% of aforementioned at <<€TBA>>.
 - 3.1.13.4. Day Rate: <<€TBA>>
 - 3.1.13.5. Speakers discounted rate <<€TBA>>
 - 3.1.13.6. Other rates as agreed with ILS.
 - 3.1.14. Submit a detailed Conference Safety and Security Plan to the ILS Secretary General a minimum of one month prior to the first day of the Event.
 - 3.1.15. Pay the international transport to the venue and accommodation costs for the duration of the Event and ILS meetings for the ILS President, Secretary General, and designated ILS Conference Representative.
- 3.2 The Host Organisation covenants that it shall be solely responsible for the provision of the Services and the performance of those relevant obligations provided in this agreement, and is willing to relieve ILS of any relevant obligation.
- 3.3 The Host Organisation represents and warrants that it has the skills, resources, expertise and experience necessary and appropriate to provide the Services and perform all of its obligations under this agreement in a prompt, competent, efficient and effective manner.
- 3.4 The Host Organisation covenants and warrants that in the provision of Services it will use all reasonable endeavours at all times to conform to all statutory and legal requirements, rules, regulations, recommendations, guidelines and codes of practice or conduct laid down by any relevant body or any other accepted standard.
- 3.5 The Host Organisation must take reasonable precautions in order that all marketing and promotional activities and materials related to the Services provided will be performed on time and adequately.
- 3.6 ILS may, at any time, request evidence to ensure that the Host Organisation is proceeding to accomplish the good and correct provision of Services, which the Host Organisation engages itself to provide. The Host Organisation shall expeditiously furnish information as requested.
- 3.7 The Host Organisation shall:
 - 3.7.1 Provide the Services in a timely and professional manner.
 - 3.7.2 Not do anything, which in the reasonable opinion of ILS is or might be prejudicial or defamatory to the name and image of ILS, the Event or the life saving movement.
 - 3.7.3 Include two representatives of ILS, one on the Organising Committee (Event Coordinator) of the World Conference on Drowning Prevention 2015, and one on the Conference Scientific (Programme) Committee. Representatives shall be appointed by ILS, in consultation with the Host Organisation. The Host Organisation shall be responsible for all reasonable expenses of the ILS representatives. The ILS Representatives shall be voting members of the respective committees.
 - 3.7.4 Comply with and observe all provisions in the ILS rules and regulations, as they exist from time to time.
 - 3.7.5 Ensure that sufficient personnel of a suitably senior level are available at all reasonable times to carry out the Services along with such other personnel as the Host Organisation may decide to use in providing the Services.

- 3.7.6 In agreement with ILS, appoint a suitably skilled person to the role of Scientific (Programme) Committee Chair.
 - 3.7.7 Ensure that the event is Branded as the ILS World Conference on Drowning Prevention – on literature, website, promotional materials and in all the venues and ensure that the ILS logo is an entire part of the event logo in a form that must be approved by ILS.
- 3.8 The ILS shall
- 3.8.1 Refrain from promoting the venue for the subsequent World Conference on Drowning Prevention, prior to the commencement of this Event, and
 - 3.8.2 Confirm a timetable for Board, Commission and Committee meetings (clause 3.1.5) no less than 6 months prior to the event.
- 3.9 The Host Organisation agrees to comply with the key milestones as provided in **schedule 3**.

4. THE FEES AND EXPENSES

- 4.1 For the rights to Host the World Conference on Drowning Prevention 2015 the Host Organisation will pay ILS:
- A Bid Fee, as follows, which is to be paid by the closing date of the Bid.
 - High Income Country: €400
 - LMIC: €200
 - A Conference Host Fee on signing of the Bid Host Agreement, as follows.
 - High Income Country: €6,000
 - LMIC: €3,000
 - A Sponsorship Fee within 30 days of payment, as follows.
 - If introduced by ILS: 20% of gross cash sponsorship
 - A Conference Fee, as follows.
 - within 60 days of conference close: 10% of gross revenues (negotiable)
 - A Conference Surplus Fee, as follows.
 - within 60 days of conference close: 20% of Conference surplus
- 4.2. The Host Organisation will also pay the costs of providing “the Services” as outlined in article 3 of this Agreement complemented with the services outlined in Schedules 1, 2, and 3 that are attached to this agreement.
- 4.3 The World Conference on Drowning Prevention 2015 will be conducted in the currency of <<TBC>>.

5. LIAISON AND MANAGEMENT INFORMATION

- 5.1 The Host Organisation shall provide a comprehensive progress report including a budget report quarterly, beginning 1 January 2014.
- 5.2 Subject to this agreement, ILS shall make best efforts to provide any materials ILS may consider helpful to the Host Organisation in carrying out its obligations.
- 5.3 The Host Organisation covenants and warrants that it will use all reasonable endeavours to ensure compliance with all privacy laws and other requirements in respect of any information given to it by ILS.

6. WARRANTIES

6.1 The Host Organisation warrants and represents that:

- (a) It has the full rights and title to enter this Agreement and to perform the obligations undertaken by it and that it has not entered into any agreement with any third party which might conflict with the terms of this agreement.
- (b) Neither the signature, execution nor the performance by the Host Organisation of this agreement contravenes any law, regulation or similar enactment or any judgment injunction or award of any court or authority or any provision of any existing agreement or contract, or the Host Organisation own rules and regulations or any limitation on the powers of the directors or other officers of the Host Organisation.

6.2 ILS warrants and agrees that it:

- (a) Has full authority to enter into this agreement and to undertake all of the obligations on its part contained in this agreement.
- (b) Shall take reasonable steps to keep the Host Organisation informed of matters related to the Event in an effort to assist the Host Organisation in fulfilling its duties.
- (c) Shall take any action which (in its reasonable opinion) is necessary to ensure that the Host Organisation can provide its Services under this agreement.

7. APPOINTMENT OF REPRESENTATIVES

7.1 The appointment of Representatives in relation to the Event shall be made on such terms and conditions as ILS in its absolute discretion may from time to time determine.

7.2 ILS shall notify the Host Organisation of all of its Representatives as they may be from time to time.

8. SUB-CONTRACTS

The Host Organisation is not entitled to sub-contract any of its rights or obligations under this agreement without the written authority of ILS. The Host Organisation, nevertheless, may avail itself of the co-operation of third parties in order that tours, entertainment, technical and financial aspects will be more successful, it being understood that they remain the only party responsible towards ILS.

Where the Host Organisation enters into a sub-contract, the Host Organisation warrants taking full responsibility for all actions of the sub-contractor.

9. UNSATISFACTORY PERFORMANCE

9.1 Without prejudice to any remedy ILS may have against the Host Organisation for breach or non-performance of this agreement, if the Host Organisation fails to provide Services to the reasonable satisfaction of ILS, ILS may by notice request the Host Organisation to improve the provision of Services within 30 days of the date of the notice.

- 9.2 Upon receiving a notice under clause 9.1, the Host Organisation shall meet with ILS to discuss the request by ILS to improve the Services on the basis of defined and measurable objectives. The parties will promptly confer together in good faith to agree on the service improvement objectives. If, within a period of 30 days from their first meeting, the parties are unable to agree to such objectives, ILS may proceed to make a unilateral determination of what the service improvement objectives are to be, provided that they are consistent with the ILS Strategic Framework 2012-2015, as appropriate, and the agreed objectives of the World Conference on Drowning Prevention 2015. In making its determination, ILS must act reasonably. Having made its determination, ILS will advise the Host Organisation promptly in writing.
- 9.3 If within 30 days after the date upon which objectives are agreed or determined under clause 9.2, the Host Organisation does not improve the provision of Services to the reasonable satisfaction of ILS, ILS may terminate this agreement at any time thereafter by giving not less than 14 days prior written notice to the Host Organisation. The performance bond will then not be re-paid to the Host Organisation.
- 9.4 Either party may terminate this agreement forthwith upon notice in writing in the event that the other commits a material breach of any obligation under this agreement which breach is incapable of remedy or cannot be remedied in time for the Event.

10. RIGHTS AND OBLIGATIONS ON TERMINATION

- 10.1 Any termination of this agreement shall be without prejudice to any other rights or remedies of the parties.
- 10.2 If this agreement is terminated, ILS may give notice to the Host Organisation requiring the Host Organisation to:
- (a) Promptly deliver to ILS (or with ILS's prior consent, destroy or erase) all Confidential Information in whatever form, in the possession, power or control of the Host Organisation.
 - (b) Confirm in writing promptly when it has complied with clause 10.2(a).

The Host Organisation must comply with that notice.

- 10.3 If ILS gives notice under clause 9.2, the Host Organisation must, if subsequently requested to by ILS, deliver to ILS a statutory declaration made by an officer of the Host Organisation declaring that neither has any Confidential Information in its possession, power or control.
- 10.4 If ILS gives notice under clause 9.2 the Host Organisation must immediately cease disclosing or making any use of, any part of the Confidential Information for any purpose.
- 10.5 The Host Organisation waives any claim to Fees paid prior to termination, which it alleges may be owed.
- 10.6 Termination of this agreement does not affect the rights and obligations of the parties under clauses 11, 12 or 13.

11. RELEASE, INDEMNITY AND INSURANCE

- 11.1 The Host Organisation must maintain insurance to the full extent of any potential liability, loss or damages arising at common law and under any statute relating to professional indemnity, property damage and personal injury as may be relevant to the performance of the Host Organisation obligations under this agreement. A minimum of €10,000,000 (or equivalent) Public Liability is requested. A certified copy of the insurance policy must be provided to ILS a minimum of 6 months prior to the Conference commencement date.
- 11.2 The Host Organisation releases and indemnifies ILS, its employees, contractors and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against ILS arising out of the breach or performance by the Host Organisation of its obligations under this agreement or the negligence of the Host Organisation, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Host Organisation is vicariously liable and also against any action, claim or demand by the Host Organisation employees or agents or their personal representatives or dependants arising out of the performance of this agreement.
- 11.3 The Host Organisation must indemnify and hold harmless ILS against all losses including fees, penalties or any other costs attributable to professional incompetence or negligence of the Host Organisation.

12. INJUNCTIVE RELIEF

If there is any conduct or threatened conduct which is or may be a breach of this agreement, both parties acknowledge that damages may be inadequate compensation for such a breach and that either party shall be entitled to apply to any court of competent jurisdiction for interim or permanent injunctive relief or both. Such rights and remedies will be cumulative and in addition to any other rights or remedies which either party may be entitled to at law or in equity.

This Agreement shall be governed exclusively by and interpreted in accordance with the laws of Belgium.

13. INTELLECTUAL PROPERTY

- 13.1 Nothing in this agreement shall give the Host Organisation any rights in respect of any Intellectual Property or Trade Marks used by ILS in relation to the Event or of the goodwill associated therewith and the Host Organisation hereby acknowledges that except as expressly provided in this agreement it shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain vested in ILS.
- 13.2 The Host Organisation warrants to ILS:
- (a) That the Host Organisation will not assign or licence the Intellectual Property arising in connection with the provision of the Services and the performance of its obligations under this agreement without the permission of ILS.
 - (b) There are no facts or circumstances likely or probable to result in the Host Organisation being a party to any litigation or arbitration or any claim against it in relation to the provision of the Services.

- 13.3 The Host Organisation shall promptly and fully notify ILS of any actual, threatened or suspected infringement of any Intellectual Property of ILS which comes to the Host Organisation notice and of any claim by any third party so coming to its notice and the Host Organisation shall, at the request of ILS, do all such things as may be reasonably required to assist ILS in taking or resisting proceedings in relation to any such infringement or claim.
- 13.4 The ILS warrants to the Host Organisation:
- (a) That the ILS will not assign or licence the Intellectual Property arising in connection with the provision of the Services and the performance of its obligations under this agreement without the permission of the Host Organisation.
 - (b) There are no facts or circumstances likely or probable to result in the ILS being a party to any litigation or arbitration or any claim against it in relation to the provision of the Services.
- 13.5 The ILS shall promptly and fully notify the Host Organisation of any actual, threatened or suspected infringement of any Intellectual Property of the Host Organisation which comes to the ILS notice and of any claim by any third party so coming to its notice and the ILS shall, at the request of the Host Organisation, do all such things as may be reasonably required to assist the Host Organisation in taking or resisting proceedings in relation to any such infringement or claim.

14. GRANT OF LICENCE

- 14.1 ILS grants to the Host Organisation a non-exclusive licence during the Term to use the Intellectual Property in the ILS and Event logos to enable it to fulfil its obligations under this agreement in the manner set out in this agreement.
- 14.2 The Host Organisation agrees that in using the Intellectual Property in carrying out its obligations under this agreement:
- (a) It will act at all times to protect the value in the Intellectual Property and ensure ILS' rights and reputation are not damaged or infringed in any way by its use.
 - (b) The Intellectual Property will only be applied to or associated with goods of appropriate quality and any such use or application will be first submitted to ILS for its approval in writing; such approval shall not be unreasonably withheld.
 - (c) ILS may at any time impose additional conditions on the Host Organisation use of the Intellectual Property excluding the requirement to pay additional compensation.
 - (d) Upon termination of this agreement, the Host Organisation will cease to use and return any ILS Intellectual Property in its possession to ILS.

15. CONFIDENTIALITY

- 15.1 The Host Organisation must hold the Confidential Information in strict confidence and undertakes to protect and preserve its confidential nature and secrecy and make proper and effective security arrangements to do so. Without limiting the foregoing, the Host Organisation must not:

- (a) Disclose, or permit or cause to be disclosed, to any person any of the Confidential Information or any opinion regarding any of the Confidential Information.
- (b) Make, or permit or cause to be made, any copy of, or notes or memoranda relating to, any of the Confidential Information for any purpose.
- (c) Permit any person to have access to the Confidential Information.
- (d) Use the Confidential Information or any part of it in any way.

except in accordance with the terms of this agreement or on receiving the prior written consent of ILS.

- 15.2 The Host Organisation may disclose Confidential Information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body.

16. INDEPENDENT AGREEMENT

It is agreed that the Host Organisation enters into this agreement as an independent contractor to ILS. The parties agree that nothing in this agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership.

17. DISPUTES

- 17.1 If any difference shall arise between ILS and the Host Organisation touching the meaning of this agreement, or the rights and liabilities of the parties thereto, if not amicably resolved, the same shall be referred to arbitration by the Court of Arbitration for Sport in Lausanne and determined under the laws of Switzerland.
- 17.2 The parties agree there shall be no right to use any other tribunal or dispute procedure to resolve any differences between the parties and that arbitration shall be final and binding. The parties will each bear their own costs associated with arbitration.

18. NOTICES

Any notices required to be given under this agreement shall be deemed to have been given if delivered by appropriate means, which prove the receipt of the notice, to the address of each party as set out in this agreement.

19. VARIATION

This agreement may only be varied, modified, amended or added to in writing signed by both parties.

20. ASSIGNMENT

Neither party may assign any of its interests, rights or benefits under this agreement without the prior written consent of the other party.

21. WHOLE AGREEMENT

This agreement comprises the entire agreement between the parties in relation to its subject matter.

22. FURTHER ASSURANCES

Each party agrees to do all things and execute all deeds, instrument or other documents as may be necessary or desirable to render this agreement binding on and legally enforceable against each party and to give full effect to the provisions of this agreement and the actions contemplated by it. The parties shall provide assistance to the other party as may be reasonably required from time to time.

23. FORCE MAJEURE

No party shall be responsible or liable to the other party for, nor shall this agreement be terminated as a result of any failure to perform any of its obligations hereunder (with the exception of payment of monies due and owing) to the extent and for the period that such failure results from circumstances beyond the control of the party.

EXECUTED by the parties

SIGNED at (date) which is also the commencement date

For and on behalf of

INTERNATIONAL LIFE SAVING FEDERATION by its duly authorised representatives:

Signature

DR STEPHEN BEERMAN
President

Signature

Dr. HARALD VERVAECKE PhD
Secretary General

SIGNED for and on behalf of the <<Host Organisation Name>> by its duly authorised representatives:

Signature:

Name: <<Name of Senior Officer of Host Organisation>>
<<Position>>
<<Host Organisation Name>>

END

SCHEDULES THAT FORM AN ENTIRE PART OF THE HOST AGREEMENT

SCHEDULE 1. THE SERVICES: THE COMPLETE BID APPLICATION FORM OF THE HOST ORGANISATION

SCHEDULE 2. THE ORGANISATION OF ILS MEETINGS

SCHEDULE 3. KEY MILESTONES TO BE MET BY HOST ORGANISATION

END OF SCHEDULES

SCHEDULE 3

Key Milestones to be met by the Host Organisation (Clause 3.9 refers)

Milestone Dates	Activity
Within 2 months of awarding of bid by ILS	Host Contract Signed
Within 2 months of awarding of bid by ILS	Confirm conference dates if different to those provided in the bid documents
20 months prior	Organising Committee Formed
	Secure conference venue
	Conference Logo/Imagery approved by ILS
18 months prior	Draft Operations Plan
	Potential sponsors list developed & approved
	Web Site Live
	<ul style="list-style-type: none"> Promotional Flyer developed and released via web sites Accommodation Options
	Form Scientific Committee
16 months prior	<ul style="list-style-type: none"> Call for Abstracts 1st Announcement
	Call for interest in hosting Pre Conferences courses & workshops
	Issue 1 Operations Plan approved & implemented
	Exhibition promotion finalised and released
	Sponsors promotion finalised and released
15 Months prior	<ul style="list-style-type: none"> 2nd announcement Registration open
	Major sponsors confirmed and announced
12 Months prior	Abstracts 1 st closing date
	<ul style="list-style-type: none"> Registrations Open: Super Early, Early Bird options 3rd Announcement
10 Months prior	Abstracts closing date
	Partners programme released
	Speakers Confirmed – 4 th Announcement
	Confirm conference venue set up
	Minor sponsors confirmed
9 Months prior	Meetings finalised
8 Months prior	Merchandise released
	Major promotion
6 Months prior	Major promotion – 2 nd release
	Speakers Papers due
	Certified copy of the insurance policy submitted to ILS
4 Months prior	Early Bird closes
3 Months prior	Prepare abstract book and proceedings
2 Months prior	Finalise transportation
	Venue layout confirmed
	Conference Safety and Security Plan submitted to ILS
1 Month prior	Confirm all registrations, speakers and volunteers
	CONFERENCE
+1 Month post event	Provide to ILS all Conference presentations and Papers for promotion via the ILS web site and for storage
+2 Months post event	Provide to ILS the Conference Report inclusive of a signed financial statement
+4 Months post event	Submit all relevant files to ILS for archiving