Contract for organizing XX European Semantic Web Conference

, 2009

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Contract between

XXX

hereby named “the organizer”

and

the Semantic Technology Institute International

hereby named “STI International”

concerning the organization of

the XX European Semantic Web Conference,

hereby named “the event”
PREAMBLE

STI International supervises a series of conferences. In particular these are the European Semantic Web Conference (ESWC), the European Semantic Technology Conference (ESTC), the Asian Semantic Web Conference (ASWC). Its role is to ensure the unity and continuation of these conferences. STI International delegates the local organisation to a particular local organizer and provides limited guarantees in case of deficit. These guarantees come from the benefit of previous conferences. Benefits as well as a deficit up to a specified limit (cf. Articles 7 and 8) are thus shared between the local organizer and STI International. Because it is in the interest of all parties that everything is smoothly processed, the organizer (or his representative) and the STI International CEO will closely interact in order to find acceptable agreements at all times.

ARTICLE 1: OBJECT

This contract expresses the agreement between STI International and the local organizer for the organization of the event:

XX European Semantic Web Conference

to be held at:
ARTICLE 2: MUTUAL PUBLICITY

The organizer can appear as such on all promotional material of the conference.

The organizer must mention the name of STI International on all promotional material of the conference. It will link to the STI International web site from the first page of the event web site. STI International will link the web site of the conference from the conference part of its site.

ARTICLE 3: INITIAL BUDGET OF THE EVENT

The organizer must communicate the initial budget of the conference to the CEO of STI International at least 15 months before the event. STI International has 30 days to approve or reject this budget. If the budget is not approved, the STI International CEO will provide within the 30 days delay written observations to the organizer.

The organizer can submit a revision of the budget that STI International has three weeks to formally approve or reject in the same terms as above.

The initial budget must be approved at least 12 month before the beginning of the conference. In case the initial budget is not approved 6 months before the beginning of the conference, the present contract is void.

ARTICLE 4: BUDGET REVISION

The budget can be revised at any moment by the organizer who will notify the STI International CEO. The STI International CEO will judge if the budget approval must be renewed by STI International. In such an event the STI International CEO will inform the organizer within one week. STI has three weeks to formally approve or reject the revised budget.

ARTICLE 5: FINAL BUDGET OF THE EVENT

The local organizer will provide the final budget of the event as soon as possible and no later than 6 months after its end. STI International has 30 days to approve or reject this budget on the basis of the regular execution of the last approved budget.

If the final budget is not approved, the STI International CEO will provide within the 30 days’ delay written observations to the organizer concerning the divergence between the
approved budget and the executed budget. The organizer will then provide a revised final budget within 30 days.

**ARTICLE 6: RESPONSIBILITY OF THE ORGANIZER**

The local organizer is responsible for all matters concerning the organization of the event including financial liability.

**ARTICLE 7: RESPONSIBILITY OF STI INTERNATIONAL**

STI International is responsible for the financial management. This includes the handling of the conference registration and the sponsoring. STI International is also responsible for the conference website.

**ARTICLE 8: GUARANTEE**

STI International will partially cover the risks of deficit in the organization of the event. This guarantee is limited to half of the amount of the deficit and will not exceed the amount of 10.000. -(ten thousand) Euro in any case. It is conditional on the regular execution of the present contract. In case of a deficit, STI International will pay the guarantee to the local organizer upon approval of the final budget.
ARTICLE 9: BENEFITS

STI International will receive an administration fee of 15,000.- (fifteen thousand) Euro. In case of a surplus occurring out of the event, the following rules specify what the organizer and/or STI International will receive:

1. Up to 15,000.- (fifteen thousand) Euro, the organizer will receive the surplus.

2. Up to 50,000.- (fifty thousand) Euro, the first 15,000.- Euro go to organizer. All the rest of the benefits shall be shared equally between the organizer and STI International.

3. Beyond 50,000.- (fifty thousand) Euro, first Rule 2 is applied. All the rest of the benefits shall be remitted to STI International.

Upon approval of the final budget, the organizer will pay its share to STI International within one month.

ARTICLE 10: LITIGATION

The laws of Austria govern the present contract. In the event of a dispute, the competent jurisdiction is that of the seat of STI International, Vienna (Austria).