Fill the following Table by changing the values of the text form in the right column of the following Table). Then update all the fields (Ctrl+A then press F9).

|  |  |
| --- | --- |
| Legal Name of the association organising ESREL conference | Legal Name association |
| Full address of the Organiser | FULLADDRESS |
| Email of the Organiser | INFO@ORGANISER.ORG |
| Short name of Organiser association  | ORGANISER |
| Name of the Chairman of ESREL conference | ESREL Chairman |
| Short name ESREL conference (e.g. ESREL 2025) | ESREL YEAR |
| Date of the conference (e.g. 20-25 June 2025) | DATES |
| Venue of the conference | CONFERENCE HOST |
| Country of the Venue | COUNTRY |
| Number participant for calculating the breakeven  | 350-400 |
| Required fund seeds (in Euros) | 10000 |
| ESRA Chair | Michael Beer. |
| Names of ESRA Co-Chair  | Co-Chair from ESRA. |
| Name of ESRA Technical Chair | TechnicalChair from ESRA. |

Agreement Signed between

European Safety and Reliability Association (ESRA)

and

Legal Name association

European Safety and Reliability Association, 39 Rue des deux Eglises, B-1000 Brussels, Belgium (client ordering the conference conduction), represented by Michael Beer, Chairman, duly empowered for the effect of the present,

Hereinafter referred to as “ESRA”,

And,

ORGANISER,

Address: FULLADDRESS,

Email: INFO@ORGANISER.ORG

represented by ESREL Chairman, Chairman, duly empowered for the effect of the present,

Hereinafter referred to as ORGANISER

ORGANISER shall be hereinafter referred to jointly by “Contractor”

ESRA and ORGANISER shall be hereinafter referred jointly by “Parties”

DEFINITIONS:

**Agreement**: This agreement is between ORGANISER and ESRA in which the ORGANISER will host the conference in accordance with the terms of this contract.

**Authorised Representive**: In the case of the ORGANISER: Chairman name and in the case of ESRA: Michael Beer.

**Call for Papers**: Is a method used for announcing paper abstracts and book or journal articles or conference presentations.

**Commencement Date**: The date the last party signs the Agreement.

**Conference**: Is the European Safety and Reliability Conference (ESREL YEAR) conference that will be held at the CONFERENCE, HOSTCOUNTRY, during DATES.

**Conference Proceedings**: is the document which contains all the papers that will be presented at the Conference.

**Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach**: as defined in the Data Protection Legislation.

**Data Processing Particulars**: means, in relation to any Processing under this Agreement:

* 1. the subject matter and duration of the Processing;
	2. the nature and purpose of the Processing;
	3. the type of Personal Data being Processed; and
	4. the categories of Data Subjects;

as set out in Schedule 1 (Data Processing Particulars).

**Data Protection Legislations**: means all applicable data protection and privacy legislation in force from time to time in COUNTRY including the General Data Protection Regulation (EU 2016/679), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by

Directive 2009/136/EC) and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection and applicable to a party.

**Disclosing Party**: means each party to the extent it (or any person acting on its behalf) discloses or shares any Shared Personal Data.

**ESRA Conference Standing Committee**: Is the group of ESRA members elected to lead the management of the activities carried out by ESRA. This committee includes a Chairman, a Vice-Chairman, a Treasurer, and a General Secretary.

**ESRA General Assembly**: Is the group of all ESRA members.

**ESRA General Assembly Meeting**: Is the meeting of all ESRA members chaired by the president of the ESRA Standing Committee.

**ESRA Members and PhD Students**: ESRA members are paying members of the ESRA and PhD students are postgraduate research students associated with ESRA activities.

**ESRA Technical Committees**: Are groups of specialists, mainly from the ESRA member institutions that are interested on a specific subject area. The committee members cooperate in discussing the main challenges in the subject area, striving to promote the advance of knowledge in this specific field.

**ESRA Technical Programme Committees**: Are groups of specialists from the ESRA member institutions that provide support to the implementation of the ESREL conference, which is the annual conference supported by the ESRA.

**Force Majeure**: any circumstance not within a party's reasonable control including, without limitation:

1. extreme natural disaster, including, flood, drought, earthquake;
2. epidemic or pandemic;
3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
4. nuclear, chemical or biological contamination or sonic boom;
5. any law or action taken by a government or public authority which is not the University, including without limitation imposing an export or import restriction, quota or other prohibition;
6. collapse of buildings, fire, explosion, or accident; and
7. any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action, or lockout confined solely to the Supplier's workforce or the workforce of a Subcontractor of the Supplier).

**Host**: means the host of the ESREL YEAR conference CONFERENCE VANUE.

**Main Organiser**: ORGANISER.

**Open Access**: Is a publishing model for scholarly communication, for example abstracts and papers, that makes research information available to readers at no cost.

**Permitted Purpose:** means the use of Personal Data to enable the running of the Conference.

**Personal Data**: As defined in the Data Protection Legislation.

**Receiving Party**: means each party to the extent it (or any person acting on its behalf) receives or accesses any Shared Personal Data disclosed or made available by the other party (or any person acting on the other party’s behalf).

**Registration Fee**: Is a fee paid to register to the conference attendance.

**Shared Personal Data**: Personal Data received by or on behalf of one party from or on behalf of the other party, or otherwise made available by one party to the other for the running of the conference.

**Technical Organiser**: Is the organisation hosting of the ESREL YEAR conference.

**Technical Programme Committee**: It is a group of specialists responsible for all technical aspects of the implementation of the ESREL conference.

**Term**: means the period commencing on the Commencement Date and ending on.

* 1. The Parties agree that the Contractor will manage the organisation of the ESREL 2024 Conference, which is has been agreed at the ESRA General Assembly for the year 2022 under the following terms and conditions, considering guidelines in the attachment.
	2. The official name of the conference will be ESREL YEAR. The names of the Parties (ESRA and ORGANISER) will be used on an equal basis in all conference relevant documents and publications.
	3. ESRA will advertise and support the conference through any means at its disposition, as it is the practice for every annual ESREL conference.
	4. ESRA agrees to help the Contractor for identifying the interested parties for participation and contribution at the conference.
	5. To comply with the ESREL conference requirements, English will be considered as the conference official language.
	6. The ESRA General Assembly decision awarding to the contractor the organization of ESREL YEAR specifies the CONFERENCE HOST as the place of the conference.
	7. A preliminary budget should provide estimation of the cost for at least the following items:
		1. conference rooms for at least six parallel sessions,
		2. audio-visual equipment,
		3. Conference proceedings,
		4. one formal dinner,
		5. coffee breaks,
		6. welcome reception,
		7. lunches,
		8. secretarial and other support,
		9. advertisement costs,
		10. host the ESRA General Assembly Meeting,
	8. The Parties reserve the right to eliminate one or more of the items mentioned in point II.7) if there are facilities to provide the participants with the eliminated service (e.g., lunches).
	9. The Parties agree that the Conference venue will be at the CONFERENCE HOST. In the event that Conference cannot be held at the originally designed venue, an alternative venue is agreed between ESRA and ORGANISER.
	10. Venue site contracts and other conference relevant contracts are signed by the Contractor, which assumes full obligation and liability stemming from such contracts. ESRA’s and ORGANISER liability is limited to the financial terms described above.
	11. The Parties will agree on the Conference Registration Fee. Two reduced Registration Fee categories will be considered: employees of ESRA Members and PhD Students.
	12. The conference Registration Fee will be established capable to generate the funds required by the budget based on a break-even attendance by 350-400 participants. The break-even attendance will consist of the total number of attendees including categories for reduced registration fees.
	13. Items II.8) - II.9) and II.10) above will be decided preferably within 6 months before the date of the conference.
	14. Given the agreed conference fee, the agreed size and structure of the break-even attendance and the corresponding agreed budget, ESRA and the Contractor assume a fifty-fifty responsibility for the balance of the budget. The balance of the budget is defined as the difference of any kind of revenues (including registration fees, exhibition fees, and sponsorships) minus all expenses included in the budget. If the balance is negative the deficit will be borne by ESRA and the Contractor on a fifty-fifty basis. If the balance is positive, the surplus will be shared on a fifty-fifty basis by ESRA and the Contractor.
	15. At the request of either party entering this agreement the break-even size and structure of the attendance can be re-examined and reassessed with mutual agreement if there are reasons to do so (e.g., number of submitted papers, major unforeseen events). Given the new agreed attendance structure, appropriate changes in the budget are then agreed to keep it within the projected registration revenue.
	16. Either organisation reserves the right to request a particular budget item (a whole item or a more expensive version of an item) exceeding the balanced budget to be retained in the budget if it assumes full financial responsibility for this item. This means that this extra item is kept outside the budget as a separate item. The final balance (deficit or surplus) is calculated without this extra item which is paid in its entirety by the organisation which has requested it.
	17. Once an agreement on items II.13) has been reached and signed, ESRA will advance to the ORGANISER the sum **€10000** as seed money to meet initial expenses. This amount is not a contribution to the budget by ESRA and it will not be considered as revenue to the conference. It will be reimbursed to ESRA either in addition to the 50% of the positive balance or it will count against the 50% contribution of ESRA to the budget deficit.

ESRA and ORGANISER share the responsibility for the scientific content of the conference as follows:

* 1. ESRA agree on appointing as general conference co-chair Co-Chair from ESRA.
	2. ESRA agree on appointing as technical committee chairman TechnicalChair from ESRA.
	3. The conference Technical Programme Committee will be based on the ESRA Technical Committees and their membership.
	4. The conference chairs will decide on how to involve the ESRA Technical Programme Committee (TPC) members for papers review and will manage conflicts of interest. Two reviews will be requested from independent TPC members for each full paper.
	5. The conference chairman will decide on the schedule and other details of abstract submission and evaluation and of full paper submission and evaluation. They are committed to ensure a fair and high-quality reviewing process that encourages and builds the community.
	6. The conference chairman will decide using as main criteria scientific excellence, originality, and novelty to establish the list of selected papers to be presented in the conference with the associated mode of presentation.
	7. The conference chairman will decide on the programme generation, including session formation and chairmanships, etc.
	8. Conference Proceedings will be generated and will be made available to the participants in a format that guarantees the full and official reference of the papers included in the proceedings.
	9. Open Access of the Conference Proceedings will be guaranteed, subject to the conditions of item III.10).
	10. The conference chairs are responsible to guarantee that all necessary arrangement will be made to register the Conference Proceedings on ISI Web of Science and Scopus. This means that all the papers included in the Conference Proceedings will be sent to Clarivate for indexation.
	11. The conference chairs will organise the publishing of the best papers in full form in special issue(s) of prestigious international journals if necessary.

Data Protection

* 1. The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:
		1. the Parties shall each Process the Personal Data;
		2. ORGANISER shall be a Controller where it is Processing Personal Data in relation to its management of this Agreement and receiving the Goods and/or Services; and
		3. ESRA shall be a Controller where it is Processing Personal Data in relation to its management of the Agreement or providing the Goods and/or Services.
	2. Each of the Parties acknowledges and agrees that Schedule 1 (Data Processing Particulars) is as at the Commencement Date, an accurate description of the Data Processing Particulars but that they will work together to keep the Data Processing Particulars accurate
	3. Both parties will comply with all applicable requirements of the Data Protection Legislation
	4. The parties have determined that it is necessary to share the Shared Personal Data in order to run the Conference.
	5. Each party shall use its reasonable endeavours to assist the other to comply with any obligations under all Data Protection Legislation in connection with this Agreement and shall not perform its obligations under this clause in such a way as to cause the other party to breach any of the other party’s obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations, excluding but not limited to entering into supplementary data sharing agreements where required to by Data Protection legislation.

CANCELLATION

* 1. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
		1. the other party commits a material breach of any terms of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
		2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
		3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business or activities.
		4. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
	2. Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

FORCE MAJEURE

* 1. Provided it has complied with the remaining provisions of this Clause, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
	2. The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
	3. The Affected Party shall:
		1. as soon as reasonably practicable after the start of the Force Majeure event but not later than 10 days from its start, notify the other party in writing of the Force Majeure event, the date on which it started, its likely potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under the Agreement; and
		2. use all reasonable endeavours to mitigate the effect of the Force Majeure event.
	4. An Affected Party cannot claim relief if the Force Majeure event is attributable to the Affected Party's wilful act, neglect, or failure to take reasonable precautions against the relevant Force Majeure event. The Parties cannot claim relief if the Force Majeure event is one which, in accordance with Best Industry Practice, the Parties should have foreseen and provided for the cause in question.
	5. The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure event unless agreed otherwise by the parties.
	6. If the Force Majeure event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty days, the party not affected by the Force Majeure event may terminate this Agreement by giving ten (10) Business Days’ notice to the Affected Party.

NOTICE

* 1. Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party’s Authorised Representative and shall be:
		1. Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
		2. delivered to the address of the party is the registered office of each institute.
	2. Any notice shall be deemed to have been received, if sent by email, at the time of transmission.
	3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	4. Any notice of termination under clause III.1), is not valid if sent only by email and must be delivered by hand, or by pre-paid first-class post, or other next working day delivery service in addition to service by email.
	5. Any differences arising from this Agreement shall be resolved by both parties amicably and with good will. Unresolved disputes fall within the competence of the court of law in Brussels, Belgium, following the legal order of Belgium.
	6. The agreement shall come into effect when written by official representatives of contractual parties and must be signed until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	7. The parties agree to confirm in writing any changes and/or modification of this Contract.
	8. This agreement is written in two copies (2), of which each party receives one (1).

|  |  |
| --- | --- |
| ESRA…………………………….Michael BeerESRA Chairman | Conf. Chair…………………………….Chairman name. ESREL YEAR Conference Chair |

Schedule 1

|  |  |
| --- | --- |
| The subject matter and duration of the Processing | ORGANISER as Controller:The subject matter of the Processing is Personal Data of prospective employees, students, or delegates in relation to the Conference set to run at the Host. ESRA as ControllerThe subject matter of the Processing is Personal Data of prospective employees or students or delegates in relation to providing support to the conference by ESRA.Each of the parties shall Process the personal data for the duration of this Agreement or as otherwise specified in the data protection provisions. |
| The nature and purpose of the Processing | The ORGANISER as Controller:The ORGANISER will Process the Personal Data provided to it by ESRA in relation to the individual attending the Conference.ESRA as Controller:The Supplier will Process the Personal Data provided by the ORGANISER in relation to the individual attending the Conference. |
| The type of Personal Data being Processed | The type of Personal Data being Processed by the ORGANISER as Controller concerns the following categories:The name of the attendees and of accompanying person.The place of work of the attendees.The workplace and the employer of attendees.The type of Personal Data being Processed by ESRA as Controller concerns the following categories:The name of the attendees and of accompanying person.The place of work of the attendees.The workplace and the employer of attendees; |
| The categories of Data Subjects | ORGANISER as Controller:The Personal Data concerns delegates and attendees of the conference ESRA as Controller:The Personal Data concerns delegates and attendees of the conference  |

### GUIDELINES on ESREL Conferences Organisation

General Rules

1. ESREL conferences are the principal European forum for presentation and discussion of scientific and technical papers covering safety, reliability and risk-based methods and their applications.
2. ESREL conferences are organised annually by ESRA.
3. The organisers of ESREL conferences are ESRA as a Main Organiser and organisations being ESRA members as Technical (Local) Organisers.
4. The ESRA member(s) interested in co-organising an ESREL conference must submit the application to the chairman of the ESRA Conference Standing Committee in due time (as specified below).
5. The ESRA General Assembly Meeting (GAM) gives the final approval for the organization of an ESREL conference.
6. The conference chairmen, the conference Technical Programme Committee and the conference Organising Committee organise and manage the ESREL conferences.
7. The conference chairman is proposed by the conference Technical (Local) Organiser and approved by ESRA GAM.
8. The conference co-chairmen are designated by ESRA and approved by the conference Technical (Local) Organiser.
9. The chairmen of the ESRA Technical Committees are members of the conference Technical Programme Committee and are requested to organise the conference technical streams and appoint members in the Technical Programme Committee.
10. The members of the conference Technical Programme Committee must be approved by the conference chairmen.
11. The conference chairman designates the members of the conference Organising Committee.
12. Contributions to ESREL conference after reviewing and acceptance by the conference Technical Programme Committee are published in the Conference Proceedings.
13. The editors of the Conference Proceedings are the conference chairman and persons designated by him (her) and approved by ESRA.
14. The ESREL conference working language is English.
15. The ESREL conference is announced and promoted by the Call for Papers, by the conference website and by short presentation at previous ESREL conferences.
16. The agreement between ESRA and the conference Technical (Local) Organiser is negotiated and signed by the ESRA chairman and the conference chairman.

**Call for Papers and Conference Website**

1. The Call for Papers should contain the conference organisers, the conference venue, the conference scope, and the conference deadlines and the conference secretariat.
2. The conference website should be prepared at least one year before the conference.
3. The conference website contains the conference organisers, the conference venue, the conference scope and structure, the conference thematic areas and application areas, the conference deadlines, the conference Registration Fee, the conference chairmen, the conference Technical Committee, the conference Organising Committee, the conference secretariat, the abstract template and paper template, conference programme and guidelines for paper presentation.

**Contributions and Proceedings**

1. All presentations and the written abstracts and papers for the proceedings are in English.
2. The preferred form of proceedings will be full papers available Open Access, and all necessary arrangement will be made to register the conference Proceedings on ISI Web of Science and Scopus.

**Reviewing Process**

1. The conference chairman accepts contributed papers after their reviewing by at least 2 members of the conference Technical Programme Committee.
2. Extended abstracts are accepted by the conference Chairman.

**Thematic and Application Areas**

1. The thematic and application areas represented by the ESRA Technical Committees should be represented in the ESREL conference. The list of ESRA Technical Committees is as reported on ESRA website (<https://esra.website/technical-committees>)

Some other topic proposed by conference Chairman.