



# Sample contract for IFLA Regional Office

JOINT COLLABORATION AGREEMENT FOR THE LOCATION OF THE IFLA's REGIONAL OFFICE FOR [region] IN [location]

## BETWEEN:

The [host organisation], being an authorised division of the [parent organisation] (hereafter referred to as [...]), represented by [name and position], on the one part:

## AND

The International Federation of Library Associations and Institutions (hereafter referred to as "IFLA"), represented by Mr Gerald Leitner, Secretary General, of the other part.

## PREAMBLE

The IFLA Regional Office was awarded to the [host organisation] by IFLA's Governing Board, after a selection process of interested parties in the [] region. The Regional Office provides a leadership role in the [] region on behalf of IFLA. The Regional Manager can be seen as a permanent representative of IFLA HQ in the region.

This agreement does not entitle the [host organisation] or its representatives to legally or financial commit IFLA in relation to assignment with third parties unless specifically agreed to by IFLA.

## ARTICLE 1 - SCOPE OF THE AGREEMENT

This Agreement covers the relationship between the IFLA [region] Regional Office in [host organisation], its Manager and IFLA.

## ARTICLE 2 – ROLE OF THE REGIONAL OFFICE

[to be specified following agreement by both organisations]

## ARTICLE 3 - ACTIVITIES OF THE REGIONAL MANAGER

The [host organisation] appoints the IFLA Regional Manager for [region] in consultation with IFLA's Secretary General.

The Regional Manager performs the following activities: [to be specified, based on the role of the Regional Office]

## ARTICLE 4 - FINANCIAL TERMS AND CONDITIONS

The Regional Manager and IFLA shall agree annually before the 31<sup>st</sup> day of December in any given calendar year, on the budget for activities funded by IFLA for the Regional Office for the next calendar year, following budgetary proposals submitted to IFLA by the Regional Manager by 1<sup>st</sup> October. Upon IFLA's final decisions on the same, IFLA shall pay the annual budgets to [host organisation].

## ARTICLE 5 - PERIODIC REVIEW

A review of the activities and performance of the Regional Office and the Regional Manager will take place in the final year of the Agreement with a view to a further renewal of the same.

## ARTICLE 6 - DURATION OF THE AGREEMENT

This Agreement is for a term of two (2) years as from [1st January 2017].

## ARTICLE 7 - TERMINATION OF THE AGREEMENT

If either of the parties does not wish to renew the Agreement at the end of any term, the said party shall notify the other party by registered letter with return receipt at least six (6) months before the end of the current term of the Agreement.

In case of a serious breach by one of the parties of its obligations, and after an injunction which has remained without effect for one (1) month, the other party is entitled to terminate this Agreement by registered letter without prejudice to any liquidated damages the respective party may claim against the other party.

The present Agreement can be terminated during its term in writing by IFLA on recommendation of the Secretary General at six months' notice. The Agreement can be terminated in writing by the [host organisation] by giving IFLA six (6) months' notice.

## ARTICLE 8 - ASSIGNMENT OF JURISDICTION AND LAW APPLICABLE TO THE AGREEMENT

In case of any disputes, the parties shall endeavour to settle said disputes out of a court of law in any country or jurisdiction. Should they fail to reach an agreement, the Administrative Courts of the Netherlands shall have sole jurisdiction.

## ARTICLE 9 - MISCELLANEOUS

### *Amendments*

No amendments shall be made to this Agreement except in writing and signed by both parties.

### *Assignment*

Neither of the parties may assign all or part of its rights and obligations in this Agreement without having first obtained the written consent of the other party.

### *Force majeure*

Neither of the parties shall bear any responsibility or obligation relative to any losses as a consequence of any delay or failure to perform the obligations provided for herein resulting from but not restricted to a case of force majeure or any other cause independent of the will and outside the control of the party concerned.

Signed: