

**AGREEMENT
FOR THE ORGANISATION OF
THE 2022 ECREA EUROPEAN MEDIA AND COMMUNICATION DOCTORAL
SUMMER SCHOOL
(hereafter “Agreement”)**

1. PARTIES

This Agreement is entered into by and between:

University of Cadiz
Centro Cultural Reina Sofia
Paseo Carlos III, nº 9
11403 Cádiz
Represented by Prof. Eva Garrido Pérez, Vice-rector for Educational Policy

and

ECREA - European Communication Research and Education Association (hereafter "ECREA"), whose seat is located:
Chaussée de Waterloo 1151
1180 Uccle
Belgium
Represented by Professor John Downey, President.

Hereafter referred to collectively as the “Parties” and individually as a “Party”.

2. SCOPE

This Agreement is issued and signed in connection with execution and realisation by the University of Tartu, Institute of Social Studies and under the supervision of ECREA, of the organisation of "2022 ECREA EUROPEAN MEDIA AND COMMUNICATION DOCTORAL SUMMER SCHOOL"(hereafter “Summer School”) to be held at a venue agreed upon by the Organising Committee as defined in Article 3. from 24 to 30 July 2022. This includes the organisation of Summer School Programme and accompanying events, accommodation, and social programmes; in short, realisation of the entire organisation by the University of Cadiz, settlement of all issues relating to the organisation including the financial matters and execution of the services defined in detail in the "ECREA European Media and Communication Doctoral Summer School Host Guidelines" (hereafter "Guidelines") – Appendix 1, the Balance Sheet – Appendix 2 and the Summer School Programme – Appendix 3, all of which are appended and constitute an integral part of this Agreement.

3. ORGANISING COMMITTEE

- 3.1. An "Organising Committee" will be established by ECREA and the University of Cadiz. It will be composed of representatives mandated by the Parties: two representatives from the University of Cadiz, two representatives from ECREA, and Summer School International Director. It will be chaired by Summer School International Director.
- 3.2. Organizing Committee will evaluate student applications, prepare the Summer School Programme, and select lecturers from the pool of Summer School lecturers.

4. TERM OF THE AGREEMENT

This Agreement will take effect on the signing date and will be valid until settlement of accounts as described in Articles 8.7 and 10.8.

5. ENTIRE AGREEMENT

Any and all terms, conditions or covenants agreed by the Parties in connection with subject matter of this Agreement are contained herein (including the Appendices). No Party, or any of its representatives, is authorised to make or agree on any statement, covenant or commitment not mentioned in this Agreement or Appendices hereof. If such statement, covenant or commitment is made, it will not be binding for or constitute a liability on behalf of the Parties.

6. AMENDMENTS ON THE AGREEMENT

Any change in the terms or conditions of this Agreement, including the content of services to be rendered hereunder, will only become valid and effective upon agreement of the Parties on such change in writing and duly signed. In case the Summer School Programme specified in the Appendix is changed by the Parties, any additional amount to become due and payable (including indemnities, costs of cancellation of reservations, etc.) in consequence of such change, will be met by the University of Cadiz.

7. CHANGES IN HOST GUIDELINES AND SUMMER SCHOOL PROGRAMME

- 7.1 This Agreement and the Guidelines, the Balance Sheet, and the Summer School Programme, constituting an integral part hereof may be amended only upon mutual consent of the Parties in writing and duly signed.
- 7.2 The Guidelines, the Balance Sheet, and the Summer School Programme appended to this Agreement are deemed to supersede those previously issued, if any.

8. RIGHTS AND LIABILITIES OF ECREA

- 8.1. ECREA is entitled to expect a quality of service in the organisation in accordance with this Agreement and appendices hereof, free of any inconvenience or deficiency.
- 8.2. ECREA will assist the University of Cadiz in announcing and advertising the Summer School.
- 8.3. ECREA will maintain an online platform to provide information on the summer school and manage the application process. ECREA will also support the University of Cadiz, in communication with applicants.
- 8.4. ECREA's Young Scholars' network (YECREA) in collaboration with the ECREA administration will manage the application process, review and allocation of student grants.
- 8.5. ECREA will be entitled to audit the Summer School. Such audits will include the examination of the income/expense records. ECREA will be entitled to receive the income/expense record any time upon request. The University of Cadiz will be notified in writing thirty (30) days before the audit and one (1) week before requested submission of the income/expense records. The cost of audit will be covered by ECREA.
- 8.6. One (1) month prior to the starting date of the Summer School, an updated Balance Sheet will be sent to all members of the Organising Committee. This will be repeated one (1) week before the commencement of the Summer School.
- 8.7. A full report on the Summer School, including financial report, the accounts of the Summer School and the accrued profit/loss, will be submitted to ECREA by the University of Cadiz at the latest within two (2) months following the last day of the Summer School. This financial report will have to be approved by the Organising Committee and submitted to ECREA Executive Board. If no question or objection is raised by ECREA Executive Board within two (2) months after the financial report is received by ECREA Executive Board, the financial report will be deemed as approved.

9. RIGHTS AND LIABILITIES OF THE HOST

- 9.1. The University of Cadiz will ensure the execution of the Summer School programme in such a way that it remains in line with the Guidelines, aiming to maximise the quality of the programme and student experience.
- 9.2. The University of Cadiz hereby commits to perform the organisation that constitutes the subject matter of this Agreement free of any significant inconvenience or deficiency, in accordance with the Guidelines, and the Summer School Programme.
- 9.3. The University of Cadiz will prepare and submit the Balance Sheet on the basis of the Guidelines. The Balance Sheet specifying income and expenses is to be approved by the Organising Committee as defined in article 8.4.

- 9.4. The University of Cadiz will submit to ECREA a full report on the Summer School, including financial report, the accounts of the Summer School and the accrued profit/loss as defined in article 8.5.
- 9.5. The representative of University of Cadiz managing the organisation of the Summer School will be located at Jerez de la Frontera (Cádiz, Spain). All correspondence to be made by the Parties with third persons in connection with the Summer School should be sent to David Selva Ruiz, Campus de Jerez, Avda. de la Universidad, 4, 11406 Jerez de la Frontera (Cádiz, Spain), or to electronic address of the University of Cadiz representative: david.selva@uca.es
- 9.6. All academic, promotional, communication and digital materials relating to the Summer School will remain the property of ECREA and will not be used for any other purposes without prior written consent of ECREA.
- 9.7. The University of Cadiz will make all necessary bookings and agreements with the Summer School venue agreed upon by the Organising Committee, venue for accommodation of students and lecturers, and other locations where the Summer School and related activities will take place.
- 9.8. The University of Cadiz will make all necessary bookings and agreements for participating lecturers.
- 9.9. The University of Cadiz will prepare and distribute all necessary printed material, promotional material and accessories such as bags, name badges, etc. to be used before and during the Summer School after approval by the Organising Committee.
- 9.10. The University of Cadiz will make the necessary arrangements for serving coffee breaks, lunches, receptions and social events within the Summer School Programme, upon approval by the Organising Committee.
- 9.11. The University of Cadiz will prepare the Summer School rooms and other spaces in accordance with the requirements of the Summer School Programme and Guidelines and ensure that all appropriate (technical and human) services are provided.
- 9.12. The University of Cadiz will clearly indicate the name, logo and other identification marks of ECREA and the "ECREA European Media and Communication Doctoral Summer School" in all public activities to be carried out in connection with the organisation.
- 9.13. The University of Cadiz will be responsible for contracting, renting and purchasing of all necessary goods and services related to the organisation of the Summer School.

10. FINANCIAL ISSUES

- 10.1. The Summer School is an independent financial project financed from participation fees. University of Cadiz is not required to find additional means of financing.
- 10.2. ECREA Summer School is not a profit-making project. The Summer School participation fees should be budgeted in a way that avoids generating excessive profit. See Article 10.8.

- 10.3. University of Cadiz can look for additional means of financing if these can lower the costs of the programme/participation fee. Terms and conditions of that will need to be confirmed by ECREA Bureau. The Organising Committee will ensure that any sponsorship will comply with ECREA ethical standards.
- 10.4. The Summer School will have different participation fees for ECREA members and for non-members. ECREA will check membership status of students, accepted to the Summer School prior to invoicing and share the data with the University of Cadiz. For 2022 Summer School, the fees will be 915 Euros for the ECREA members and 990 Euros for non-members.
- 10.5. ECREA will provide thirteen (13) grants for student participation in the amount of 11,895 EUR. The method of transferring the grants will be specified in a separate Annex to the Agreement. The Annex will be prepared by ECREA and signed by the Parties before 30 May 2022. The University of Cadiz will not charge overhead costs on grant-related payments.
- 10.6. Refunds for participating lecturers will be transferred no later than two (2) months after the last day of the Summer School Programme.
- 10.7. If the final balance of the accounts shows a loss, it will be paid with the budget of the Interuniversity Doctoral Program in Communication, in the context of the Doctoral School of the University of Cádiz.
- 10.8. If the final balance of the accounts shows a profit, all profits above 2.000 Euro will be transferred to ECREA no later than two (2) months after approval of the financial report.

11. SERVICE STANDARDS

- 11.1. The University of Cadiz will make its best endeavours in the most economic and effective manner to comply with internationally accepted professional standards, employ the most advanced technologies, use safe and efficient equipment, material and methods, hire and make available competent personnel specialised in their respective fields and take maximum and due care in rendering the organisational services and fulfilling its contractual obligations.
- 11.2. The University of Cadiz is obliged to protect and defend the rights of ECREA against subcontractor firms and third persons at all times in connection with the services related to this Agreement.
- 11.3. For this reason, ECREA will not be bound by any legal or criminal cases or sanctions which may be claimed or initiated by third persons or subcontractors. The University of Cadiz will execute its contractual obligations hereunder in full compliance with the laws in effect and take all necessary measures to ensure all subcontractors and personnel assigned for execution of the contractual works act in full compliance with these laws.

12. CANCELLATION OF THE SUMMER SCHOOL

- 12.1. Any Party not fulfilling its contractual obligations at all or showing delay or neglect in fulfilling them or acting in contradiction to any other contractual liabilities will entitle the other Party to terminate this Agreement. In case of termination of the Agreement for these reasons, the defaulting Party will be obliged to indemnify and hold harmless the Party not in default.
- 12.2. The termination of this Agreement for the reasons specified in Article 12.1 is subject to the receipt of thirty (30) days written notice to the defaulting Party in order to resolve the default violating the contractual liabilities of the Agreement. If the default cannot be resolved within thirty (30) days, the defaulting Party will be obliged to compensate the expenses incurred by the Party in default at the termination date.
- 12.3. Provided that a Party unilaterally terminates the Agreement without any violation by the other Party, the terminating Party is obliged to compensate the expenses incurred by the other Party.
- 12.4. Without any prejudice to Articles 12.1, 12.2 and 12.3, Parties can mutually agree to terminate the Agreement, in which case no compensations apply.

13. FORCE MAJEURE

In case the Summer School could not be held on pre-defined dates for reasons attributable to events of force majeure (including the global epistemological situation), the Organising Committee will decide to either cancel or reschedule the Summer School. In a scenario of rescheduling, the new budget and time schedule will be decided upon by the Organising Committee.

14. AMENDMENT

This Agreement may be amended by a written document signed by the Parties to this effect.

15. JURISDICTION, APPLICABLE LAW

Any dispute to arise from or in connection with the execution of this Agreement will be settled by the competent courts of Brussels, under Belgian law.

16. NOTICES

Addresses of the Parties provided in this Agreement are their legal seats of notification. Any notice made to such addresses of the Parties will be deemed to have been duly served.

17. MISCELLANEOUS

- 17.1. Should any articles of this Agreement or Guidelines be declared null and void, the other articles shall remain in full force. The Parties undertake to replace any articles declared as null and void with articles whose effects with respect to the content and the objectives of this Agreement and Guidelines shall be as close to the content and objectives of the cancelled articles as possible.

This Agreement consisting of seventeen articles and appended Guidelines, the Balance Sheet and Summer School Programme has been issued and signed by authorised representatives of the Parties in Loughborough on the 16 May 2022.

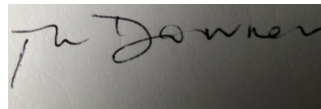
On behalf of the University of Cadiz

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Professor Eva Garrido Pérez, Vice-rector for
Educational Policy

On behalf of the European Communication
Research and Education Association



Professor John Downey,
President