

OECD Forum 2016 Terms and Conditions

If you have any questions about these Terms and Conditions, please send them to apply@ayli.org.nz.

The Terms and Conditions include the following:

- The Delegate Agreement
- Schedule 1: Code of Conduct
- Schedule 2: Waiver
- Schedule 3: Model Release Form

Delegate Agreement

Together with your application form, this is an OECD Forum 2016 Agreement between the Aotearoa Youth Leadership Institute and you (**Parties**).

Background

- A. The Aotearoa Youth Leadership Institute (**we** or **Institute**) is a registered charitable trust.
- B. You are a young New Zealander applying to be selected to attend the OECD Forum 2016 (**you**).
- C. The OECD Forum 2016 (**OECD Forum**) is a meeting organized by the Organisation for Economic Co-operation and Development that will happen from 31 May – 1 June 2016 in Paris, France, where governments and civil society will meet to debate the most pressing social and economic challenges confronting society.

The Parties agree that:

Selection

1. We will refer your application to the Institute's selection committee (**Selection Committee**) for consideration.
2. The Selection Committee will choose a small delegation of young New Zealanders to attend the OECD Forum (**Delegates**).

3. If selected as a Delegate, you will attend the OECD Forum subject to the terms of this agreement.
4. The application form you are submitting forms a part of this agreement and will form the primary basis for the Selection Committee's decision.

Registration

5. We will register our Delegates for the OECD Forum. If for any reason we are unable to register the Delegates for the OECD Forum, we will either register the Delegates to attend side events and/or terminate this agreement. In that event, we will refund any delegate fees received less costs already incurred, but the Delegates will have no other claim against us.
6. The Delegates will comply with this agreement and any reasonable request from us (for example, they will provide a current copy of their passports on request to allow us to make flight bookings).

Transport, meals, accommodation and cultural tour

7. We will organise flights to and from Auckland, New Zealand to Paris, France, airport transfers in Paris and transport to and from the OECD Forum venue.
8. We will organise travel insurance for the Delegates (not including any additional costs such as those to cover pre-existing conditions or listed items).
9. The Delegates will organise any domestic travel within New Zealand to ensure that they meet the departing flight to Paris on or around 27 May 2016 and can return home after returning to New Zealand on or around 8 June 2016.
10. We will organise three social meals for the Delegates while abroad. You will inform us in the attached application form if you have any dietary requirements or allergies (e.g. vegan diet, peanut allergy).
11. We will organise cultural activities and sightseeing for the Delegates while in Paris.
12. We will arrange suitable accommodation for the Delegates in Paris.

13. We will assist the Delegates to arrange visas for travel if and as required for New Zealand, but cannot guarantee that you will receive a visa. It is the Delegates' responsibility to ensure that they have all necessary visas. However, we will pay for the cost of any visa necessary for a New Zealand passport holder to obtain the needed visas, or all or part of the cost of any visa necessary for a non-New Zealand passport holder to obtain the needed visas, up to the cost that would apply for a New Zealand passport holder.
14. The Delegates are responsible for ensuring that they have any necessary vaccinations or medication for travel, at their own cost. We will advise Delegates of any applicable vaccination requirements or recommendations.

Training weekend

15. We will organise a training weekend for the Delegates of two days, from the morning of 14 May – late afternoon 15 May 2016 (**Training Weekend**). The Training Weekend will include an optional social evening the night prior.
16. The Delegates will attend the Training Weekend unless they receive prior written permission from us, which will only be provided at our discretion in exceptional circumstances.
17. We will provide meals for the Training Weekend.
18. The Delegates will organise at their cost any domestic travel within New Zealand necessary to attend the Training Weekend.

Delegate materials

19. We will give the Delegates a delegate kit including training materials, business cards, and a delegation t-shirt.

Volunteer work

20. The Delegates will use their best efforts in the six months after the OECD Forum to volunteer their time for a non-profit organisation or other charitable purpose.

Programme costs

21. We estimate that the cost of the OECD Forum to the Delegates will be approximately \$4,250. We will set a delegate fee (**Delegate Fee**) based on the costs we incur in organising the delegation to the OECD Forum, arranging the Training Weekend, and otherwise doing what we have agreed to do in this agreement.
22. We will give the Delegates a schedule for the payment of their Delegate Fee after selections are complete. The Delegates will make their payments in three instalments. The last instalment will be due no later than 20 May 2016. We may require the Delegates to pay an additional instalment shortly after their return to New Zealand, if we incur costs additional to those anticipated.
23. The Delegates must pay a deposit (their first Delegate Fee instalment) of \$1,500 by midnight on Friday 22 April 2016.
24. The Delegates will pay the Delegate Fee instalments on or before those due dates.

Code of conduct

25. You have read and agree to, and, if selected as one of the Delegates, will comply with the code of conduct attached to this agreement as Schedule 1 (**Code of Conduct**).

Breach of agreement or Code of Conduct

26. If you are selected as one of the Delegates and you breach this agreement or the Code of Conduct or otherwise act in a way that seriously deviates from our expectations or the instructions of the Head Delegate, that may result in you being required to return to New Zealand early and any such decision shall be at our discretion.
27. Any extra costs incurred in your early return to New Zealand will be payable by you.

Waiver

28. You have read and agree to the Waiver attached as Schedule 2.

Model release

29. You have read and agree to the Model Release attached as Schedule 3 as applicable. The purpose of this Model Release is simply to ensure that we can use any photographs or videos we obtain of you to promote the OECD Forum or the Institute's future activities.

Governing law

30. This agreement is governed by and interpreted according to the laws of New Zealand.
31. If there is any ambiguity in the interpretation of this Agreement, the interpretation that is consistent with New Zealand law shall be preferred.

Validity

32. If part or all of any provision of this agreement is illegal or unenforceable, such provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision (or part of it) cannot be interpreted in that way, the provision (or part of it) will be severed from this agreement and the remaining provisions will continue in full force and effect.

No assignment

33. This agreement, and the rights and obligations under this agreement are personal to the Parties, and such rights shall not be assignable except with the prior written consent of the other Party.

Entire agreement

34. This agreement is the sole understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings, written or oral, which shall be of no further force or effect.

Force Majeure

35. No failure or omission by any Party to carry out or observe any of the terms or conditions of this agreement including the obligation to pay money shall except as herein expressly provided to the contrary give rise to any claim against the Party in question or be deemed a breach of

this agreement if such failure or omission arises from any cause reasonably beyond the control of such party.

Termination

36. This agreement may be terminated by agreement of all the Parties or in the event of fundamental breach or repudiation.
37. In particular, we may terminate this agreement immediately if you breach the Code of Conduct or this agreement. If you are selected as one of the Delegates, we may require you to return to New Zealand as set out in clause 23 on termination.
38. If you are selected as one of the Delegates and this agreement is terminated, we may at our discretion return any portion of the Delegate Fee that we have not yet expended or are able to get refunded. Any part of the payment that we have already expended will not be refunded.

Amendment

39. This agreement may be amended at any time by agreement in writing between the Parties.

Schedule 1: Code of Conduct

If you are selected as one of the Delegates, you will follow the following Code of Conduct:

1. Remember at all times that you are a representative of the Aotearoa Youth Leadership Institute, have been identified as a young New Zealand leader, and will act in an appropriate manner according to the position you hold as a representative of us;
2. Behave with courtesy and respect towards all people, groups and staff encountered at the OECD Forum and otherwise while representing yourself as our delegate;
3. Follow the directions and instructions of our volunteers, the OECD Forum staff and the Head Delegate at all times (including timeliness for delegation meetings and morning starts);
4. Take personal responsibility for the care of all personal belongings (including ensuring that all belongings are packed up prior to leaving accommodation);
5. Not consume any illegal drugs, become intoxicated, or carry out any actions that may bring us into disrepute;

6. Adhere to any official OECD Forum Code of Conduct and all obligations agreed to between you and us, the OECD Forum staff or the Head Delegate; and
7. Comply with all New Zealand and French laws as and when they apply.

If you are selected as one of the Delegates, you must abide by the rules, directions and decisions of our volunteers and the Head Delegate at all times.

Schedule 2: Waiver

This document sets out the Delegates' rights and responsibilities. It also provides for the communication of important medical information.

For these reasons it is an important document and you must read, understand and sign it. The purpose of this document is to minimise problems during the trip.

Medical decisions and emergencies

Although we and the Head Delegate will do our best to ensure the Delegates take any medication needed, ultimately it is their personal responsibility to ensure medication is taken regularly and correctly.

We recommend that medications are packed with accompanying letters from your doctor explaining the medication, and that medications be transported in original bottles.

If you are selected and you start to feel unwell or any medical problems arise during the trip, you must inform the Head Delegate promptly and fully.

There may be times when we or the Head Delegate decide that, for health or other reasons, you need to sit out the day's activities and remain at the accommodation to rest. You acknowledge this and will respect our or the Head Delegate's decision.

In any emergency situation (medical or otherwise), you will be required to cover any and all costs incurred (including the cost of medical assistance, emergency airfares or accommodation) that are not covered by travel insurance.

Waiver

If you are selected, we will take the greatest care for you for the duration of the trip.

You must abide by our rules, directions and decisions, and those of the Head Delegate at all times.

We will not be responsible or liable for any consequences of your actions during the trip if you do not follow the directions and instructions of staff.

While we will take all possible care, neither we, nor the Head Delegate, will be held liable in the event of any accident, loss, damage, cancellation, emergency or mishap.

Further, we will not be liable for any loss caused by our volunteers, nor the Head Delegate, including where caused by negligence.

However, as provided in this agreement, we will organise a comprehensive travel insurance policy that will provide monetary compensation in many circumstances.

Costs

Behaviour or actions that breach this agreement or the Code of Conduct or seriously deviate from our expectations or instructions of the Head Delegate may result in you being required to return to New Zealand early.

Any extra costs incurred in this respect will be payable by you.

Schedule 3: Model Release

1. If you are selected as one of the Delegates, you grant us, our members, licensees and assignees (**Related Parties**) permission to license and/or use any photographs, film or recording (**Works**) taken of you (including your appearance, likeness and form), for any purpose (including, but not limited to marketing, and promotion, for any activity conducted by us or the Related Parties). The Works may be cropped, altered, transformed or reproduced in any way, in any current or future media (including, but not limited to, print, TV, film, digital and the internet), and may also be combined with any other works or text.
2. We agree that we and the Related Parties will not use the Works for commercial purposes or the endorsement of any political party.

3. You agree that you have no rights or copyright in the Works (and any derivative works). You release us and the Related Parties from any and all claims and demands in connection with the Works or their future use.
4. You understand that where readily retrievable, you may access any personal information of yours and may correct any personal details provided by you.
5. You are over 18 years of age and legally entitled to grant this consent.