



Aotearoa Youth Leadership Institute

## Universal Periodic Review 32<sup>nd</sup> Session Delegate Agreement

### Overview

Please read this Delegate Agreement carefully. It sets out the terms and conditions of a legally binding contract between you as an applicant and the Aotearoa Youth Leadership Institute (**we** or **Institute**).

By stating in the application form that you have read and agree to this Delegate Agreement and submitting your application, you are agreeing to be bound by these terms. For the avoidance of doubt, we cannot consider any applications that do not confirm that an applicant has read and agreed to this Delegate Agreement.

If you have any questions about this Delegate Agreement, please send them to [apply@ayli.org.nz](mailto:apply@ayli.org.nz).

### Outline

The Delegate Agreement (that is, the contract between you and the Institute) includes the Delegate Agreement itself, which starts on page 2, and also:

- The content of your [Application Form](#);
- **Schedule 1: Code of Conduct**, on page 13;
- **Schedule 2: Waiver**, on page 14; and
- **Schedule 3: Model Release Form**, on page 15.



## Delegate Agreement

Between the

*Aotearoa Youth Leadership Institute*

and

*You*

(together, the **Parties**).

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### Background

- A. The Institute is a registered charitable trust that empowers Aotearoa youth through trajectory-changing opportunities.
  - B. You are a young New Zealander applying to be selected to attend the first of two weeks of the UPR (**you**).
  - C. Session 32 of the Universal Periodic Review (**UPR**) is a meeting organized under the auspices of the United Nations Human Rights Council, that will happen from 21 January – 1 February 2019 in Geneva, Switzerland, where a working group will meet to review the human rights records of fourteen UN Member States.
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The Parties agree that:

### Selection

1. We will refer your application to the Institute's selection committee (**Selection Committee**) for consideration.
2. The [Application Form](#) you are submitting forms a part of this agreement and will form the primary basis for the Selection Committee's decision.
3. The Selection Committee will identify preferred applicants who they recommend to attend the UPR.

### Offers

4. We will offer places in the UPR delegation to the Selection Committee's preferred applicants as soon as we can after they have completed their selections.



5. Notwithstanding clause 4, we reserve the right not to offer a place in the UPR delegation to a preferred applicant identified by the Selection Committee in circumstances where we consider it would pose a substantial risk to us, including but not limited to circumstances where we have reasonable grounds to believe that there is a significant risk that the applicant will breach the Code of Conduct or this agreement.
6. If we offer you a place, you will either accept or decline that offer before 19 October 2018.
7. If you are selected and accept the place we offer you, you will pay a deposit of \$1500 (**deposit**) before 26 October 2018 to secure your place.
8. If you:
  - a. are selected;
  - b. accept the place we offer you; and
  - c. pay the deposit,you will be one of our UPR delegates (**Delegates**).
9. We will notify unsuccessful applicants of the outcome of their application no later than 22 October 2018.
10. For the avoidance of doubt: once you become one of our Delegates, **you cannot cancel this Delegate Agreement**, except under clauses 56-59 or the Contractual Remedies Act 1979. (Sorry for the strict formality, but we are a small organisation, and if you pull out after 19 October 2018 we will suffer a loss because we'll have already spent money organising your trip!)
11. If:
  - a. you are not selected as one of the Delegates; or
  - b. do not accept the offer before 19 October 2018; or
  - c. do not pay the deposit before 26 October 2018,

this Delegate Agreement will be terminated on 27 October 2018, and, for the avoidance of doubt, clauses 12-49 will not apply to you.



## Registration

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

## Travel costs

14. We will organise flights for you to and from Auckland International Airport, New Zealand to Geneva, Switzerland, and airport transfers in Geneva.
15. We will organise travel insurance for you from 14 January – 30 January 2019.
16. Where possible, we will organise travel insurance to cover any pre-existing conditions or listed items that you advise us of by 19 October 2018. If we incur additional costs organising this cover, we will add them to your next Delegate Fee invoice as a separate line item.
17. You will organise any domestic travel within New Zealand to ensure that you can meet the departing flight to Geneva on or around 14 January 2019 and can return home after returning to Auckland International Airport on or around 30 January 2019.
18. If are already based overseas or will be overseas at the time of the conference, clauses 14-17 will not apply to you. That is, we will not organise or pay for your flights, airport transfers, or travel insurance. Consequently, we will discount your Delegate Fee by the sum set out in our [‘Where Your Money Goes’](#) guide for these items.
19. We will arrange suitable accommodation for you in Geneva from 15 January – 28 January 2019.
20. We will assist you to arrange visas for travel if and as required for New Zealanders, but cannot guarantee that you will receive a visa. It is your responsibility to ensure that you have all necessary visas before travelling. These will be at your own cost.
21. You are responsible for ensuring that you have any necessary



vaccinations or medication for travel. These will be at your own cost. We will advise you of any applicable vaccination requirements or recommendations.

### **Activities**

22. We will organise three social meals for you 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). We will not pay for any alcohol at these meals.
23. We will organise a local tour for you in Geneva.
24. We will schedule free time for you to explore on your own while you are in Geneva, and make recommendations for activities for you to do during this time.

### **Training Weekend**

25. We will organise a training weekend for the Delegates of three and a half full days, from 8.00am on 25 October – 1.30pm on 28 October 2018 (**Training Weekend**).
26. The Delegates will physically attend the Training Weekend unless they receive prior written permission from us. Written permission will only be provided at our discretion in exceptional circumstances or if they are at that time outside New Zealand. Even if a delegate cannot physically attend the Training Weekend, they will participate remotely via videoconference to the greatest extent possible in the circumstances, except with our prior written permission.
27. We will provide all meals for the duration of the Training Weekend (that is, from breakfast on Thursday to morning tea on Sunday), but we will not pay for any alcohol during the Training Weekend.
28. You will organise any accommodation and any domestic travel within New Zealand that you need to attend the Training Weekend at your own cost.

### **Delegate materials**

29. We will give the Delegates a delegate kit, including training materials, business cards, and Institute-branded merchandise.

### **Fellowship**

30. We will provide support to the Delegates to complete fellowships



with the Institute (**Fellowships**) commencing 19 October 2018 and ending on 28 October 2019. The Fellowships comprise the Training Weekend, your overseas experience at and around the UPR, blogging, a research assignment, and a volunteer commitment.

31. We strongly encourage Delegates to complete their Fellowships, and will list them as Fellows on our website once they have done so.
32. To complete their Fellowships, the Delegates must each:
  - a. attend the Training Weekend, unless we have provided prior written permission under clause 26;
  - b. attend the UPR;
  - c. publish at least four blog posts on our website;
  - d. complete a research project designed in conjunction with us to challenge them at their levels of experience; and
  - e. volunteer their time for a non-profit organisation or other charitable purpose for six months or more.
33. We may allow Delegates more time to complete their Fellowships at our discretion.

### **Programme costs**

34. You will pay us a delegate fee of NZ\$5515 (**Delegate Fee**). (We have set the Delegate Fee based on the costs we will incur in organising the delegation, arranging the Training Weekend, and otherwise doing what we have agreed to do in this agreement – but see our [‘Where Your Money Goes’](#) guide for further details.)
35. You will pay the Delegate Fee in four instalments, including the deposit. The instalments and due dates are as follows:
  - a. **Deposit (Instalment 1)** – 26 October, NZ\$1500;
  - b. **Instalment 2** – 16 November, NZ\$1250;
  - c. **Instalment 3** – 7 December, NZ\$1500; and
  - d. **Instalment 4** – 11 January 2019, NZ\$1265.
36. We will issue invoices for each instalment and any additional costs in advance of each payment deadline.



37. The Delegates will pay the Delegate Fee instalments on or before those due dates.
38. For the avoidance of doubt, if one of the Delegates does not pay the Delegate Fee in full before 13 January 2019 (the day before your flight departs!), we can terminate this Delegate Agreement as set out at clauses 56-57.
39. We will not discount, refund or otherwise reduce the Delegate Fee (or any portion of it) under any circumstances, except:
  - a. for Delegates who are already based overseas or will be overseas at the time of the conference, as set out at 18; or
  - b. for Delegates who travel independently on cheaper flights, booked under clauses 40-42, than those we book for the delegation, as set out at clause 44.b.

### **Independent travel**

40. We will offer Delegates the opportunity to arrange independent travel before and/or after the conference so long as you attend the Training Weekend, arrive in Geneva no later than 12.45pm on 15 January 2019, and depart Geneva no earlier than 2.45pm on 28 January 2019.
41. If you wish to arrange independent travel, we will connect you with our travel agent and allow you to book alternate flights to or from Auckland.
42. While you may organise your own flights between your overseas destinations during your independent travel, you may only book flights to or from New Zealand through our travel agent.
43. If you organise independent travel, we will book travel insurance to cover the full period of your time overseas.
44. If you choose to organise independent travel, we will either:
  - a. if the combination of the flight you organise and your travel insurance is more expensive than the flight and travel insurance we would have booked you on, we will either separately invoice you for that price difference or add it as a separate line item on one of your Delegate Fee invoices; or
  - b. if combination of the flight you organise and your travel



insurance is less expensive than the flight and travel insurance we would have booked you on by more than NZ\$50, we will discount the Delegate Fee by that price difference, listing the discount as a separate line item on one of your Delegate Fee invoices.

45. For the avoidance of doubt, we take no responsibility for the Delegate during the time they travel independently. The Delegate Agreement does not apply during any independent travel that you choose to organise.
46. If you organise independent travel before and/or after the conference, we will not pay for:
  - a. airport transfers for any flight where you are not traveling with the delegation; or
  - b. additional accommodation before or after 15 January – 28 January 2019.

### **Code of conduct**

47. You are required to have read Schedule 1 (**Code of Conduct**) and you will comply with the Code of Conduct attached to this agreement.

### **Waiver**

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

### **Model release**

49. 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 photographs or videos of you to promote the UPR delegation or the Institute's future activities.

### **Governing law**

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





### **Validity**

52. 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**

53. 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**

54. 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**

55. 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**

56. This agreement may be terminated by agreement of all the Parties or in the event of fundamental breach or repudiation.

57. In particular, we may terminate this agreement immediately and at any time if we decide, at our sole discretion, that you have, or that we have reasonable grounds to believe that there is a significant risk that you will:

- a. breach this agreement, including the Code of Conduct; or
- b. otherwise act in a way that seriously deviates from our expectations, or that has posed or will pose a substantial risk to us or to other Delegates.



58. For the avoidance of doubt, we will consider complaints brought to us by any relevant person in accordance with any applicable complaints policy in making a determination under clause 57.
59. If you wish to challenge a decision made by us under clause 57, you may:
- a. write a letter to our Board of Trustees outlining your reasons for requesting reconsideration;
  - b. if, and only if, the Board of Trustees upholds its original decision after you have written to it under clause 59.a, invoke the mediation clause at 64.

Except as set out in this clause, determinations under clause 57 are final and at our sole discretion. No other correspondence, appeal or cause of action may be brought to challenge these decisions.

### **Consequences of termination**

60. If this agreement is terminated we may at our sole discretion cancel or return any reservations, registrations or purchases we have made on your behalf, including but not limited to conference registration, flights, and accommodation. For the avoidance of doubt, on termination we may for instance withdraw your ability to attend the conference or require you to find alternative accommodation.
61. If this agreement is terminated while you are overseas, we may at our sole discretion require you to return to New Zealand (or the place where you were before the conference, as per clause 18) early.
62. If you become one of the Delegates and this agreement is terminated by either Party after 19 October 2018 (including, for example, if you pull out after 19 October 2018), the Delegate Fee and any agreed additional costs (such as travel insurance for pre-existing conditions or listed items, or independent travel costs), whether paid or unpaid at the date of termination, and whether payable before or after the date of termination, will remain payable to the Institute. The Institute may also charge you for any additional costs resulting from termination, including any incurred from an early return as set out at clause 61. (We don't like being harsh here, but it could cause us real problems if people try to pull out and don't pay after we've started booking flights etc.!)
63. Notwithstanding clause 62 above, if this agreement is terminated we may at our sole discretion return to you or not charge you any



portion of the Delegate Fee (or other costs arising from termination) 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.

### **Dispute resolution**

64. Any dispute arising out of or relating to this contract may be referred to mediation. Mediation may be initiated by either Party writing to the other Party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

65. A mediation shall be terminated by:

- a. the signing of a settlement agreement by the parties;
- b. notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified;
- c. notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified;  
or
- d. the expiry of 60 days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

66. If no mediation is agreed to or if the mediation is terminated as per clauses 65.a-65.c, any dispute or difference arising out of or in connection with this contract shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties, and if they fail to agree within 21 days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.



### **Amendment**

67. 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 at all relevant times from the date we offer you a place as one of the Delegates:

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 UPR and otherwise while representing yourself as our delegate;
3. Remember that you are in a delegation with a diverse group of individuals, and treat them in such a way that is considerate of their varying beliefs, experience, and opinions;
4. Follow the directions and instructions of our staff, our contractors, our volunteers, UPR staff and the Head Delegate at all times (including timeliness for delegation meetings and morning starts);
5. Take personal responsibility for the care of all personal belongings (including ensuring that all belongings are packed up prior to leaving accommodation);
6. Not consume any illegal drugs, become intoxicated, or carry out any actions that may bring us into disrepute;
7. Adhere to any official UPR Code of Conduct and all obligations agreed to between you and us, the UPR staff or the Head Delegate;
8. Comply with all New Zealand and Swiss laws as and when they apply; and
9. Not do anything that may bring you, New Zealand, or us into disrepute.



## **Schedule 2: Waiver**

This schedule sets out the Delegates' rights and responsibilities. It also sets out important medical information. For these reasons it is an important document and you must read and understand it. The purpose of this waiver 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 packaging.

If you feel unwell or any medical problems arise while you are away or at the Training Weekend, you must inform us or the Head Delegate promptly.

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

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

### **Waiver**

If you are selected, we will take the greatest possible care for you that our resources allow for the duration of the trip.

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 our volunteers, our Head Delegate, our staff, our contractors, or UPR 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 staff, our contractors, our volunteers, UPR staff or the Head Delegate, including where caused by negligence.

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



### 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 by us, our volunteers, our Head Delegate, our staff, or our contractors 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.