**Participation Agreement Student**

**Student Ambassador Program**

Sustainability in Conservation

THE PARTIES:

1. **STUDENT**, born [DATE], residing in [COUNTRY, PLACE, ADDRESS], enrolled at University hereinafter referred to as “**Student**”;

and

1. **Stichting Ki Culture**, acting under the name **Sustainability in Conservation**, a foundation under Dutch law, registered in Amsterdam, the Netherlands and having its offices at Binnengasthuisstraat 9 (1012 ZA), registered with the Chamber of Commerce under number 76373878, in this matter duly represented by Mrs. C. Southwick, director, hereinafter referred to as “**SiC**”;

TAKING INTO CONSIDERATION THAT:

* SiC has established a Student Ambassador Program (the “**Program**”), that allows students to implement sustainability into their training and collaborate with SiC on various projects concerning sustainability in the cultural heritage sector;
* The Student wishes to participate in the Student Ambassador Program under the terms and conditions of this agreement (the “**Agreement**”);

HAVE AGREED AS FOLLOWS:

1. As per \*\*September 20\*\* for the duration of the academic year, the Student shall be a participant of the Program. This participation will lapse automatically at the start of the next academic year, i.e. on \*\* September 20\*\* without the requirement of prior notification.
2. Participation of the Student in the Program requires the support of the university where the Student is enrolled. If and insofar no participation agreement exists between that university and SiC, the Student shall use its best efforts to ensure that the university supports their participation and that such agreement comes into existence.
3. Notwithstanding the above, SiC may terminate the Student’s participation to the Program prematurely and immediately by giving written notice, in the event that:
   1. the Student violates any term of this Agreement;
   2. the university where the Student is enrolled, terminates its support to the participation of students in the Program or has refused to become party to a participation for the Program agreement with SiC within reasonable time after this Agreement was concluded;
   3. the Student is no longer enrolled with a participating university.
4. The contents and precise content of the Program shall be decided by SiC in its sole discretion and communicated to the Student in due time. SiC shall use its best efforts to present and sustain a qualitative Program as may be reasonably expected from SiC, and that includes the following:
   1. Preparing and distributing handbooks for the Program to the Student;
   2. Network and support for implementing green challenges;
   3. Resources and support for students to ensure success;
   4. Webinars and training opportunities.
5. The Student shall use its best endeavours to contribute to and to be of value to the Program. More specifically, the Student wishes to contribute by performing the following activities for SiC:
   1. Writing, preparing and submitting articles, papers, documents, posts and other content (the “**Content**”) for and/or as (parts of) a the Program (i.a. social media, handbook(s) and website);
   2. Processing and filling in self-assessment forms at the beginning and end of the Program;
   3. Participating in Program meetings;
   4. Recruiting subsequent student ambassador(s).
6. The Student shall, at all times, comply with SiC’s (publication) policies, rules, handbooks, and other directions. The Student declares to support SiC’s goals and mission, as well as the goal and mission of the Program.
7. For the activities to be performed pursuant to this Agreement, the Student warrants and confirms that (s)he will use his/her best endeavours to provide SiC with the highest quality of information, advice, knowledge, Content and contribution - all in the broadest sense of the words.
8. The Student acknowledges and agrees that SiC has the right to publish all Content created by the Student for the Program, for example material created in future handbooks, on the SiC or Program website and on social media (the “**Material**”). To the extent legally possible, the Student hereby grants SiC (including its its successors, representatives, subsidiaries and assigns) all relevant rights and permissions, including a royalty-free, exclusive, worldwide, sublicensable, transferable and perpetual right and license to use, modify, amend, copy, publish, (re)print, share, distribute, spread and process any Content and all Materials, in whatever language, in whatever form. SiC has the right to create derivative works based on the Content and Material. SiC shall own all copyrights and intellectual property rights in such derivative works.
9. If and insofar as the Student uses the Material, s/he shall credit SiC and the Program with each use either by visibly adding SiC’s logo and/or SiC and the Program name (“Sustainability in Conservation”, “SiC, or “Student Ambassador Program” in all its expressions.
10. The Student agrees not to modify, without the prior written consent of SiC, any Material.
11. The Student warrants that (s)he is the sole author of the Content and that (s)he holds all intellectual property rights, including copyrights, on the Content, and that the Content is not infringing any third parties’ intellectual property rights. In the event of breach of the foregoing, the Student will fully indemnify and hold harmless SiC against any and all damages (including reasonable costs for legal representation) resulting from any claim brought by a third party to SiC in connection with the Content.
12. The Student acknowledges and agrees that (s)he is not an employee, contractor, commercial University or supplier of SiC, and that (s)he will not be paid, eligible for any benefits or compensated in any way for his/her participation in the Program.
13. The Student is obliged to treat all data and information obtained from SiC or from any of its affiliated organizations of which its confidential nature is known or could have been known, confidential, which means that the Student will remain absolute silence on such information. This obligation continues to exist for an indefinite period of time after termination of this Agreement.
14. This Agreement is governed solely by Dutch law.
15. Disputes arising from this Agreement will exclusively be settled by the competent court in Amsterdam, except in so far as peremptory rules regarding competence stand in the way of this decision.
16. If any of the provisions of this Agreement be or become void, the remaining provisions shall not be affected.
17. SiC has the right to unilaterally modify this Agreement.

AGREED AND SIGNED:

On behalf of SiC, Student,

Mrs. C. Southwick NAME

Place: Place:

Date: Date: