gaia-x

In partnership with gaia-x

🖶 Hub Finland



Helsinki, Finland | 14 & 15 November

Partnership Agreement

Name of the Partner: Address: Click or tap here to enter text. Invoice email address: Click or tap here to enter text. Contact Person for the event organisation: Click or tap here to enter text.

1. Scope

Gaia-X is organising the 5th Gaia-X Summit, "Empowering Global Data Spaces, Shaping Tomorrow's Cloud Infrastructure" (hereinafter the "Summit24") on 14 and 15 November 2024 in Helsinki, Finland. The Summit24 content, program, date, time, place and registration can be found on Gaia-X's Summit24 Website: <u>https://gaia-x.eu/summit-2024/</u> (hereinafter the "Summit24 Website").

To partner in the Summit24, you can choose between 3 different packages:

- (i) The "Blockbuster" package: for the cost of ten thousand (10,000) EUR.
- (ii) The "Cinema" package: for the cost of six thousand (6,000) EUR.
- (iii) The "Premiere" package: for the cost of three thousand (3,000) EUR.

Please select the requested package for the Summit24 on 14-15 November 2024 in Helsinki, Finland

The table below shows the benefits included in the Partner package cost:

2. Partnership Benefits

	Logo	Press Releases	Social Media	Magazine	Newsletter	Podcast	Partners Theatre (Hall 4)	Expo Booth	BoD Dinner	Cost
Blockbuster	Logo on the event webpage & onsite branding	Quote in 2 Press Releases	3 Social Media posts	Magazine Article (2pg)	Gaia-X Members Newsletter and the Gaia-X Community Newsletter	Podcast Roundt able	One-hour stage slot to design your session and invite guests	Expo Booth in the Expo Area	VIP Networkin g Dinner with Gaia- X BoD	10,000 EUR
Cinema	Logo on the event web page & onsite branding	Name mentione d in 2 Press Releases	2 Social Media posts	Magazine Article (1pg)	One paragraph in Gaia-X Community Newsletter	n/a	Half-hour stage slot to design your session and invite guests	Expo Booth in the Expo Area	n/a	6,000 EUR
Premiere	Logo on the event webpage & onsite branding	Name mentione d in 1 Press Release	1 Social Media post	Magazine Article (half page)	n/a	n/a	n/a	n/a	n/a	3,000 EUR

All listed items (logo, press release quotes, social media posts, newsletter paragraph) must be submitted to Gaia-X by **27 October 2024** at the latest.

Exceptions:

• The magazine article can be submitted by **17 November 2024** at the latest.

2.1. Logo

2.1.1. All Partners will have their logo displayed on the Summit24 Website, in the "Partners" section, and on the venue branding.

2.2. Press Releases

- 2.2.1. **Blockbuster:** Two quotes from your organisation's representative will be included in the Press Release announcing the Summit24 and the Press Release concluding the Summit24. The quotes must reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other's work.
- 2.2.2. **Cinema:** Your organisation's name will be included in the Press Release announcing the Summit24 and in the Press Release concluding the Summit24.
- 2.2.3. Premiere: Your organisation's name will be included in the Press Release announcing the Summit24.

2.3. Social Media

- 2.3.1. **Blockbuster:** The Partner will be part of Summit24's social media campaign with **3 posts** displayed on Gaia-X LinkedIn and Twitter. The Partner shall provide a statement from the organisation's representative (same or different as of the Press Releases), logo or picture for the post. The posts need to reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other's work.
- 2.3.2. **Cinema:** The Partner will be part of Summit24's social media campaign with **2 posts** displayed on Gaia-X LinkedIn and Twitter. The Partner shall provide a statement from the organisation's representative, logo or picture for the post. The posts need to reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other's work.
- 2.3.3. **Premiere:** The Partner will be part of Summit24's social media campaign with **1 post** displayed on Gaia-X LinkedIn and Twitter. The Partner shall provide a statement from the organisation's representative, logo or picture for the post. The post needs to reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other's work.

2.4. Magazine

- 2.4.1. **Blockbuster:** The Partner will be featured in the 5th edition of the Gaia-X Magazine. Please send us your **twopage article** following the <u>submission guidelines</u>.
- 2.4.2. Cinema: The Partner will be featured in the 5th edition of the Gaia-X Magazine. Please send us your **one-page article** following the <u>submission guidelines</u>.
- 2.4.3. **Premiere:** The Partner will be featured in the 5th edition of the Gaia-X Magazine Gaia-X Magazine. Please send us your **half-page article** following the <u>submission guidelines</u>.

2.5. Newsletter

- 2.5.1. Blockbuster: The Partner will be featured in the Gaia-X Members Newsletter and the Gaia-X Community Newsletter in November 2024, with one paragraph linked to your article.
- 2.5.2. Cinema: The Partner will be featured in the Gaia-X Community Newsletter in November 2024, with one paragraph linked to your article.

2.6. Podcast

2.6.1. **Blockbuster:** All Platinum Partners will be guests on the Gaia-X podcast as part of an online round table. The podcast recording will be scheduled based on all parties' availability no later than **1 December 2024**.

2.7. Partners Theatre

- 2.7.1. **Blockbuster:** All Platinium Partners receive a one-hour stage slot at the Partners Theatre, allowing you to design your session and invite your guests.
- 2.7.2. Cinema: All Cinema Partners receive a half-hour stage slot at the Partners Theatre, allowing you to design your session and invite your guests.
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2.8. Expo Booth

- 2.8.1. Blockbuster: The Partner will be provided with an expo booth situated in the expo area.
 - Gaia-X will provide: 2 tables, 2 chairs, 1 monitor, electricity plugs, wifi (set-up tbc)
 - The Partner will need to bring its roll-up:
 - 1 roll-up of a maximum of 2m high & 2m wide OR 2 roll-ups of a maximum of 2m high & 1m wide
- 2.8.2. **Cinema:** The Partner will be provided with an expo booth situated in the expo area, along with guided tours. These tours allow the Partner to showcase their service, project, etc.
 - Gaia-X will provide: 2 tables, 2 chairs, 1 monitor, electricity plugs, wifi (set-up tbc)
 - The Partner will need to bring its roll-up:
 - 1 roll-up of a maximum of 2m high & 2m wide OR 2 roll-ups of a maximum of 2m high & 1m wide

2.9. Dinner

2.9.1. Blockbuster: One representative of your organisation can attend the VIP networking dinner with Gaia-X BoD on 13 November 2024. The nomination must be communicated by **27 October 2024** at the latest.

3. Terms of Payment

3.1 The Partner has to pay the invoice by the due date indicated and, in any case, the payment must be received no later than **27 October 2024** on the bank account indicated in the invoice; **the payment reference must be indicated on the bank transfer as well**.

By signing the present Sponsorship Agreement, the Partner acknowledges and accepts the present General Conditions. In case of a late (after 27 October 2024) or missing payment, Gaia-X reserves the right to charge an interest rate or to cancel part or all benefits related to the package the Partner has chosen and engaged to pay.

4. Term and termination

4.1 These General Conditions enter into force at the date of the Sponsorship Agreement signature by Gaia-X.

4.2 Gaia-X reserves the right to cancel the whole Summit24 or any part of it due to the small number of participants up to two (2) weeks before the Summit24 begins. Gaia-X also reserves the right to cancel the whole Summit24 or any part of it for compelling reasons, including the sickness of one or more speakers.

4.4 If only one or some parts of the Summit24 is or are cancelled, the General Conditions shall remain in force, and the Partner is not entitled to a partial refund of its cost.

5. Force Majeure

5.1 If the Summit24 is cancelled or indefinitely postponed due to a case of force majeure, including but without being limited to war, civil riots, secession, fire, flood, earthquakes, governmental restrictions on foreign travel or circumstances related to the Covid-19 epidemic, the General Conditions shall be terminated with immediate effect and Gaia-X shall refund the cost.

6.1 The General Conditions do not create any relationship of agency or employment, or joint venture relationship between the Parties. Accordingly, Gaia-X's relationship with the Partner under these General Conditions is limited to the scope indicated in art. 1.

6.2 The Parties confirm that the General Conditions enter into force independently of any business transactions and decisions in relation to the supply or purchase of goods or other services related to the Expo Partner.

7. Transparency

7.1 Gaia-X shall ensure transparency of the Partners in accordance with the applicable local and international laws, regulations, and codes of conduct. This may involve communicating the payments made under these General Conditions to third parties.

8. Confidentiality

8.1 All non-public and business-related information, including but without being limited to any materials and documentation relating to the Event provided by or on behalf of Gaia-X, any commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, draft Event plans or concepts, written or oral, disclosed or made available to either Party, directly or indirectly, by or on behalf of one Party or its affiliates through any means of communication or observation, shall be deemed as Confidential Information ("Confidential Information"). The Parties undertake and agree to keep secret and confidential all Confidential Information.

8.2 Disclosure of Confidential Information to third parties requires the prior written consent of the disclosing Party.

8.3 The obligations and limitations set forth herein regarding the Confidential Information shall not apply to information which is:

(i) in the public domain other than by a breach of the General Conditions on the part of the receiving Party; or

(ii) rightfully received from a third party which has the right and transmits it to the receiving Party without breaching any obligation of confidentiality; or

(iii) rightfully known to the receiving Party without breaching any limitation on use or disclosure prior to receipt of the same from the disclosing Party, as shown by the records of the receiving Party; or

iv) generally made available to third parties by the disclosing Party without any restriction concerning use or disclosure; or

(v) required to be disclosed by law or by a court of competent authority or by the rules or regulations of an applicable governmental or taxation or regulatory body or authority to whose authority the receiving Party is subject.

8.4 After the completion of the Event, the termination of these General Conditions or whenever the disclosing Party requires it, the receiving Party may be asked to return and/or delete the Confidential Information. The receiving Party may be permitted to retain copies if required to demonstrate compliance with the General Conditions or with legal proceedings.

9. Intellectual property

9.1 The Expo Partner grants Gaia-X, for the duration of these General Conditions and in the context of their performance only, a non-exclusive, non-transferable, royalty-free, worldwide license to use the Partner's trademarks or any other intellectual property relating to any distinctive sign of the Expo Partner or its products or services, such as but without being limited to names, symbols, logos, etc.

9.2 The Expo Partner declares and warrants that it holds all the necessary rights to use and to grant a license on this intellectual property.

10.1 In the context of Summit24, either Party may be processing the contact details of its employees or representatives. The Parties acknowledge that, in relation to the processing of such personal data, each Party shall be free to determine the lawful purpose and the means of such processing and, therefore, shall act as separate data controller. In no event shall these General Conditions lead to a situation where the Parties can be considered joint controllers.

10.2 Each Party agrees to comply with its obligations under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons related to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any other applicable data protection laws. Most particularly, each Party shall:

(i) process either Party's personal data for the purpose of (a) managing the contractual relationship; (b) complying with a legal obligation; and (c) responding to requests from a competent supervisory authority or individuals;

(ii) implement and maintain appropriate technical, organisational and security measures that are necessary to protect personal data processed under these General Conditions from any accidental, unauthorised, or unlawful use, destruction, loss or damage, as well as from alteration, access or processing personal data.

11. Liability

11.1 The liability of the Parties in relation to the performance of the present General Conditions shall be limited to damages caused by gross negligence or willful misconduct. In addition, the parties shall in no circumstance be liable for any indirect or consequential loss or damage incurred by the Partner (including but without being limited to loss of profit, damage to the reputation, etc.).

11.2 In any event, the liability of each Party cannot exceed the amount of the Partnership Package.

12. Miscellaneous

12.1 If any provision in the General Conditions is held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of these General Conditions, and the legality, validity or enforceability of the remainder of the General Conditions shall not be affected. The Parties shall immediately replace the provision with a valid provision having a similar effect.

12.2 The General Conditions constitute the Agreement between the Parties, and supersede and replace any prior or contemporaneous communication, representation, or agreement between the Parties, whether express or implied, oral or written, including all previous agreements related to the subject matter of the General Conditions, as well as all negotiations, conversations, and discussions between the Parties. The Parties will, therefore, not be able to derive any rights from prior agreements.

12.3 Any adaptation or amendment of these General Conditions shall only bind the Parties to the extent that this adaptation or amendment has been made in writing and has been explicitly agreed to by each of the Parties.

13. Disputes

13.1 The present General Conditions shall be governed by and construed in accordance with the laws of Belgium.

13.2 Any dispute relating to the interpretation, performance or termination of the General Conditions shall be submitted to the exclusive authority of the Belgian courts. Without prejudice to prior negotiation, the Parties shall, in the first instance, submit any dispute relating to the interpretation, implementation or termination of the General Conditions to mediation. The Parties shall appoint a mediator from among the mediators approved by the Federal Mediation Commission.

The mediation shall start no later than 15 days after the request for mediation is notified by one Party to the other Party, and the duration of the mediation shall not exceed 30 days unless the Parties expressly agree. If at the end of the aforementioned period, no mediation agreement is reached, only the Belgian courts shall have authority to hear their dispute.

By signing the Partnership Agreement, you agree to deliver the listed items according to the timeline mentioned above to ensure the use of your benefits.

By signing the Partnership Agreement, you agree to register all Summit24 attendees affiliated with your organisation on the Summit24 website.

The Gaia-X Summit Committee 2024 reserves the right to approve the Summit 2024 Partners. The Partnership Packages are available only for Gaia-X Members. The Partnership Agreement is valid **only upon return signature** from the Gaia-X Association.

For the Partner

For Gaia-X

Name* Click or tap here to enter text.

Name Click or tap here to enter text.

Date Click or tap here to enter text.

Signature Click or tap here to enter text.

Date Click or tap here to enter text.

Signature Click or tap here to enter text.

*Name of the Authorised Legal Representative or the person authorized to act on behalf of the company to sign the present Agreement