

## Partnership Agreement

Name of the Partner:

Address:

Invoice email address:

Contact Person for the event organisation:

### 1. Scope

Gaia-X is organising the **Tech-X Conference & Hackathon #6** (hereinafter the “Event”) on **3 and 4 May 2023 in Bilbao, Spain**. The Event content, program, date, time, place and registration can be found on Gaia-X’s Event Webpage: <https://gaia-x.eu/tech-x/> (hereinafter the “Event Webpage”).

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

- (i) **The “Platinum” package:** for the cost of nine thousand (9,000) EUR.
- (ii) **The “Gold” package:** for the cost of six thousand (6,000) EUR.
- (iii) **The “Silver” package:** for the cost of three thousand (3,000) EUR.

*Please select the requested package for the Tech-X Event on 3-4 May 2023 in Bilbao, Spain*

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

	Logo	Press Releases	Social Media	Magazine	Tech Newsletter	Podcast	Hackathon	T-shirts	Stickers	Cost
<b>Platinum</b>	Logo on the event webpage & onsite branding	Quote in 2 Press Releases	3 Social Media posts	Magazine Article (1pg)	One paragraph in Gaia-X Tech Newsletter linked to your article or video	Podcast Roundtable	Part of the Hackathon Jury	Logo on the t-shirts offered to all Hackathon participants	Your logo will be offered as a sticker to all attendees	<b>9000 EUR</b>
<b>Gold</b>	Logo on the event web page & onsite branding	Name mentioned in 2 Press Releases	2 Social Media posts	Magazine Article (1pg)	One paragraph in Gaia-X Tech Newsletter linked to your article or video	n/a	n/a	n/a	Your logo will be offered as a sticker to all attendees	<b>6000 EUR</b>
<b>Silver</b>	Logo on the event webpage & onsite branding	Name mentioned in 1 Press Release	1 Social Media post	Magazine Article (half page)	n/a	n/a	n/a -	n/a -	n/a -	<b>3000 EUR</b>

## 2. Partnership Benefits

All listed items (logo, press release quotes, social media posts, newsletter paragraph) must be submitted to Gaia-X by **21 April 2023** at the latest.

### Exceptions:

- **Platinum partners** must submit their logo by **14 April 2023** in order to be printed on the t-shirts offered to all Hackathon participants.
- The magazine article can be submitted by **20 September 2023** at the latest.

### 2.1. Logo

2.1.1. **All Partners** will have their logo displayed on Event Webpage, in the “Partners” section, and on the venue branding.

### 2.2. Press Releases

2.2.1. **Platinum:** Two different quotes from your organisation’s representative will be included in the Press Release announcing the Event and the Press Release concluding the Event. The quotes need to reflect our collaboration and show why you are partnering with Gaia-X and how we contribute to each other’s work.

2.2.2. **Gold:** Your organisation’s name will be included in the Press Release announcing the Event and in the Press Release concluding the Event.

2.2.3. **Silver:** Your organisation’s name will be included in the Press Release announcing the Event.

### 2.3. Social Media

2.3.1. **Platinum:** The Partner will be part of the Event’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 and 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. **Gold:** The Partner will be part of the Event’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 and 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. **Silver:** The Partner will be part of the Event’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 and 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. **Platinum:** The Partner will be featured in the Gaia-X Magazine, December 2023 Edition. Please send us your **one-page article** following the [submission guidelines](#).

2.4.2. **Gold:** The Partner will be featured in the Gaia-X Magazine, December 2023 Edition. Please send us your **one-page article** following the [submission guidelines](#).

2.4.3. **Silver:** The Partner will be featured in the Gaia-X Magazine, December 2023 Edition. Please send us your **half-page article** following the [submission guidelines](#).

### 2.5. Tech Newsletter

2.5.1. **Platinum:** The Partner will be featured in the Gaia-X Tech Newsletter in May 2023, with one paragraph linked to your article or video.

2.5.2. **Gold:** The Partner will be featured in the Gaia-X Tech Newsletter in May 2023, with one paragraph linked to your article or video.

## **2.6. Podcast**

2.6.1. **Platinum:** 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 31 May 2021.

## **2.7. Hackathon**

2.7.1. **Platinum:** One representative of your organisation will be part of the Hackathon Jury, selecting the three winning teams.

## **2.8. T-shirts**

2.8.1. **Platinum:** Your organisation's logo will be included on the t-shirts offered to all Hackathon participants.

## **2.9. Stickers**

2.9.1. **Platinum:** Your organisation's logo will be printed as a sticker and offered to all attendees.

2.9.2. **Gold:** Your organisation's logo will be printed as a sticker and offered to all attendees.

## **3. Terms of Payment**

**3.1** The Partner has to pay the invoice/payment request by the due date indicated in the payment request and, in any case, no later than 21 April 2023, on the bank account indicated in the invoice and always mentioning the payment reference.

By signing the payment request, the Partner acknowledges and accepts the present General Conditions. In case of a late (after 21 April 2023) or missing payment, Gaia-X reserves the right to charge an interest rate.

## **4. Term and termination**

**4.1** These General Conditions enter into force at the date of the payment request signature.

**4.2** Gaia-X reserves the right to cancel the whole Event or any part of it due to the small number of participants up to two (2) weeks before the Event begins. Gaia-X also reserves the right to cancel the whole Event 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 Event 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 Event 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. Independence and conflict of interest**

**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 licence 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. Data protection**

**10.1** In the context of the Event, 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 Gaia-X in relation to the performance of the present General Conditions shall be limited to damages caused by gross negligence or willful misconduct. In addition, Gaia-X 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, Gaia-X's liability 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 Tech-X Event attendees affiliated with your organisation on the event website.

*The Partnership Agreement is valid only upon return signature from the Gaia-X Association.*

**Date**  
**Signature Partner**

**Date**  
**Signature Gaia-X Association**