EU Cloud CoC

Contract - General Assembly Membership

1 Application to join the EU Cloud Code of Conduct General Assembly

1.1 Formal Aspects

1.1.1 The undersigned, as stated within "Contact Information", acting on behalf of Company as stated within "Company Information" in his/her capacity of the function/job title given under "Contact Information", hereafter submits a request on behalf of the aforementioned cloud service provider (referred to as the "Applicant") to join the EU Cloud Code of Conduct General Assembly (referred to as the "General Assembly") as Member. The undersigned warrants and represents that (s)he is legally authorised to represent the *Applicant* and to legally bind the *Applicant* as required for the submission of this form, including the statements below.

1.1.2 The *Applicant* confirms that

- it has read and understood the most recent version of the EU Cloud Code of Conduct as published on https://eucoc.cloud (referred to as the "the Code");

- to the best of its knowledge and understanding, it provides at least one cloud service which might be eligible for adherence to *the Code*;

- it will explore the possibility of declaring the adherence to *the Code* of at least one service within an appropriate timeframe;

- it will publicly declare its support to the principles of *the Code*, including via press releases or announcements on its own website;

- it has been informed of the operational and financial support provided to *the Code* by existing *General Assembly* members and agrees to provide equal operational and financial support.

1.1.3 The *Applicant* understands and accepts its rights and duties as a Member of the *General Assembly* under *the Code* and its related documents. The *Applicant* understands and accepts, that those documents – e.g. this Contract, *the Code* or the price list – might change wherever and whenever decided in accordance with the procedures of *the Code*. Any such changes

EU Cloud Code of Conduct
c/o SCOPE Europe b.v.b.a./s.p.r.l.
Rue de la Science 14
1040 Brussels, Belgium

Info@scope-europe.eu
+32 2 609 5319

https://eucoc.cloud

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shall take ultimate effect, if not provided different by the decision resulting into a specific change or the procedures of *the Code*.

1.1.4 The *Applicant* understands and accepts that its application will be submitted for approval to the *General Assembly*, who will decide to accept or reject the application at its own discretion within one (1) month of the submission of the application.

1.2 Affiliation and External Communications

1.2.1 The *Applicant* shall not express any affiliation or relationship to *the Code* before a decision has been taken by the *General Assembly*. After an acceptance decision, the *Applicant* shall contribute in good faith to the further development and promotion of *the Code*.

1.2.2 The *Applicant* will provide its brand logos to the Secretariat of *the Code* in due time, but no later than four (4) weeks after submitting the application or two (2) weeks after receipt of the acceptance of the application – whatever may be the latest. The *Applicant* authorises the publication of these brand logos and the *Applicant*'s official or business name on the website of *the Code* and on any other publicity materials (in print, electronic or otherwise) that will be used to present or promote *the Code* without further permissions or compensations.

2 Agreement for cooperation and information exchange in relation to the EU Cloud COC

2.1 Principles and responsibilities

2.1.1 The *Applicant* understands and accepts its rights and duties as a Member of the *General Assembly* under *the Code* and its related documents, hence after the acceptance decision, the *Applicant* and the *General Assembly* will establish a cooperation that will permit the development and promotion of *the Code* on the following basis:

2.1.1.1 The *Applicant* agrees and affirms that that *the Code* and any documentation relating thereto is exclusively owned by the *General Assembly*, and is subject to intellectual property rights, including but not limited to copyrights.

2.1.1.2 If any part of *the Code* or related documentation is made available to the *Applicant* under this Contract (including but not limited to *the Code* itself, guidelines, handbooks, checklists, draft revisions, operating procedures, internal and external documents or marketing materials, irrespective of their format or labelling), the *Applicant* will thereby only be granted a

non-exclusive and revocable licence which permits the *Applicant* to use the provided information for the purposes of supporting the further development or promotion of *the Code*. Any other use of the provided information is prohibited.

2.1.1.3   If the *Applicant* chooses to contribute to *the Code* or its related documentation as described above by submitting any suggestions, proposals or new materials, the *Applicant* agrees that any such submissions may be used in modified or unmodified form by the *General Assembly* or by its representatives in the further development and promotion of *the Code*, including via duplication, modification, integration in other works, and dissemination, including in an online form. Any submissions from the *Applicant* will be used only in accordance with *the Code*'s internal governance procedures (including in relation to voting approvals).

2.1.1.4   The *Applicant* warrants and represents that it will not use any information that it gathers through its cooperation as described in this Contract in any manner that is likely to harm *the Code,* including notably by establishing competing initiatives (such as competing codes of conduct) or by providing third parties with access to information obtained through the *Applicant*'s cooperation with the *General Assembly*, without explicit prior consent from the *General Assembly*. The *General Assembly* reserves the right to claim compensation for any damages resulting from any infringement of this provision.

2.1.1.5   The *Applicant* shall ensure that the obligations set forth in this chapter 2.1 (Principles and responsibilities) of this Contract are known to and enforceable towards any of its representatives who receive information in relation to *the Code* or participate in its further development, including its employees, managers, agents, third party consultants, and any similar persons who obtain information in relation to *the Code* via the *Applicant*.

2.1.1.6   To the extent the *Applicant* or any of its representatives already contributed to the development of *the Code* prior to signing this Contract and including Agreement, the *Applicant* will provide the *General Assembly* with all relevant rights and powers to use such contributions according to 2.1.1.5 of this Contract, latest the moment the *Applicant*'s application has been approved. The Applicant warrants to have taken all necessary steps to prevent its representatives from adversely interfering with *the Codes* further development or operation by any means, especially but not exhaustively intellectual property law.

2.1.2   Apart from the items mentioned above, the *Applicant* and the *General Assembly* shall operate as independent legal entities. This Contract does not create nor intend to create joint ownership of *the Code*. Neither party shall be permitted to legally represent the other in any way, manner or form, and neither party shall be permitted or able to present the other as providing

any guarantees or assurances of any kind towards any third parties without prior written consent of the other.

2.1.3   Neither party may act in a manner that is detrimental to the letter or spirit of the present Contract, including particularly but not limited to the following actions:

2.1.3.1   Neither party may claim formal endorsement by the other, other than by indicating that the *Applicant* supports the development and promotion of *the Code*;

2.1.3.2   Neither party will attempt to poach or hire any staff from the other party without the prior written consent of the other;

2.1.3.3   Neither party will engage in activities (whether commercial or otherwise) that aim to undermine the activities of the other party or that are likely to have the effect of undermining the activities of the other party, including particularly by publicly making disparaging claims in relation to the other or by developing initiatives that compete with those described above.

2.1.4   The *Applicant* and *General Assembly* will assist each other in good faith in the promotion and development of *the Code*.

2.1.5   The *Applicant* acknowledges that this Contract and included Agreement does not imply an obligation on the part of the *General Assembly* to call on the *Applicant*'s expertise or approval of any aspect of *the Code*, nor does it imply any right of exclusivity for the *Applicant*.

3   Membership Periods, Fees and Costs

3.1   Fees and Costs

3.1.1   The *Applicant* has accepted the price list as provided during the application process and agrees to pay the applicable fee within thirty (30) days after being invoiced appropriately.

3.1.2   The *Applicant* accepts that the membership fee is based on the actual size of the company at the time of the application or renewal of the membership. The Secretariat of *the Code* is entitled to ask for any documents proving the claimed size of the company.

3.1.3   If the *Applicant* has given incorrect information during the application process, the Secretariat will be entitled to claim additional fees corresponding to the amount that the *Applicant* has

unduly saved, as well as a reasonable compensation fee for the additional administrative effort that the *Applicant* has caused.

3.1.4   The *Applicant* acknowledges and accepts that besides the Membership Fee other costs and fees may apply, e.g. related to declarations of adherence or complaints. Such fees and costs will be listed in the price list.

3.2   Membership Periods

3.2.1   The membership of the *Applicant* starts with the date the *General Assembly* accepts this Application according to its procedures.

3.2.2   Members joining until 30th of June of the respective year will have to pay full membership fee within first year of membership and for all following years of membership.

3.2.3   Members joining up from 1st of July of the respective year will have to pay 50% of membership fee within first year of membership, and full membership fee for all following years of membership.

3.2.4   The membership fees are due:
- for the first (half) year membership fee, thirty days after receiving the first invoice,
- for the following years from thereon always 1st of January of each year.

3.2.5   The *Applicant* acknowledges and agrees to the minimum period of membership as set out in *the Code* as amended; which is at the time of application a twenty-four (24) months period, Section 8.1.1.1 of *the Code*.

3.2.6   The *Applicant* acknowledges and agrees to the termination periods set out in *the Code* as amended; which is at the time of application eighteen (18) months, in which the *Applicant* will have to keep paying its contributions, Section 8.1.1.1 of *the Code*. To the extent the *Applicant*'s termination becomes effective at any other day than the 31st of December of the respective year, any prepaid membership fee shall be (partially) refunded to the extent the *Applicant* will not be Member in the respective year. Such refund shall be calculated as follows: the annual membership fee shall be divided by twelve (12) resulting into the "**month's equivalent**"; each month the *Applicant* has been member for at least one (1) day, the *Applicant* shall have to pay its (partial) contribution; the amount of months the Applicant has not been member for at least one (1) day shall be multiplied with the *month's equivalent* resulting into the actual refund.

For the avoidance of doubt following example: Termination becomes effective 3rd of October, applicable Membership Fee has been 10.000 EUR; the *month's equivalent* then is 10.000/12=833,33; the Applicant has not been member for at least one (1) day in November and December, which amounts to two (2) months. So, the refund will be 2*833,33=1666,66 EUR.

4   Validity

This Contract shall govern membership of the *Applicant* of the *General Assembly* and the information exchanges between the *Applicant* and the *General Assembly*. The *Applicant* recognises that parts of *the Code* are subject to intellectual property rights, independent of the existence of this Contract.

5   Applicable law and jurisdiction

This Contract and any agreements or ancillary documentation executed pursuant thereto shall be governed by and construed in accordance with the laws of Belgium.

Any dispute arising out or relating to the Contract and such ancillary agreements and documentation, including but not limited to any dispute concerning the validity, breach, interpretation, performance or termination of the Contract shall be submitted to independent arbitration before submitting it to the competent courts of Belgium.