EU Cloud CoC

Contract - General Assembly Supporter Membership

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

1.1 Formal Aspects

1.1.1 The undersigned, as given under "**Contact Information**", acting on behalf of the entity as given under "Company Details" in his/her capacity of given under Function / Job Title within "Contact Information", hereafter submits a request on behalf of the aforementioned entity or related organisation (referred to as the "**Applicant**"') to join the EU Cloud Code of Conduct General Assembly (referred to as the "**General Assembly**") as Supporter. 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**");
- 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 and agrees to provide operational and financial support.

1.1.3 The Applicant understands and accepts its rights and duties as a Supporter 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

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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.

1.1.5   The Applicant acknowledges and agrees to meet the requirements to become a Supporter of the Code as provided by Section 8.1.3 of the *Code*. The Applicant explicitly confirms that it is not providing Cloud Services to Customers, regardless of being provided commercially, pre-venting Applicant to become a Supporter by requiring Applicant to become an ordinary member of the Code pursuant 8.1.1 of the *Code*.

1.2   Confidentiality, Affiliation

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 used to present or promote the Code without further permissions or compensations.

1.2.3   The Applicant agrees that all information which are not labelled as public are confidential and has not the right to share these with anyone who is not part of the General Assembly, the Steering Board or the working groups.

1.2.4   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.

1.2.5 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.

1.3   Membership Period and Fees

1.3.1 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.

1.3.2 The Applicant accepts that the fee is based on the actual size of the entity 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.

1.3.3 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 ef-fort that the Applicant has caused.

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

1.3.5 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.

1.3.6 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.

1.3.7 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.

1.3.8 The Applicant acknowledges and agrees to the termination periods set out in the Code as amended; which is at the time of application three (3) months prior to the Supporter

Membership Term, Section 8.1.3 of the Code. If the membership is not duly terminated the membership automatically renews for another term of at least twelve (12) months.

1.3.9 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.

1.3.10 For the avoidance of doubt following example: Termination becomes effective 3rd of October, applicable Membership Fee has been 5.000 EUR; the month's equivalent then is 5.000/12=416,66; 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*416,66=833,32 EUR.

1.4 Contributions and Working Groups

1.4.1 Applicant acknowledges and agrees that Applicant shall not have any enforceable right to gain access to or to contribute to any non-public communication, code amendments, or any other documents.

1.4.2 Applicant acknowledges and agrees that, subject to the latest version of the Code at the time of this application, Applicant as Supporter shall not have any voting rights.

1.4.3 To the extent Applicant will have relevant expertise Applicant may reach out to the General Assembly offering its active involvement into the further development of the Code, e.g. by

providing material contributions or feedback to draft documents. General Assembly shall decide in good faith about such expressions of interest.

1.4.4   If and to the extent Applicant will have access to non-public information whilst contributing to the further development, 1.2 applies mutatis mutandis.

1.4.5   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.

1.4.6   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.

1.4.7   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).

1.4.8   The Applicant shall ensure that the obligations set forth in 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.

1.4.9   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.

1.4.10 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.

2   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.

3   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.