

Date: _____

Partnership Agreement

between

Sponsor: _____

Represented by: _____

E-Mail: _____

Note: Instead of filling in data here, and signing at the end of this document, you may *alternatively* use the web form at

<https://members.project-business.org/Corporate-Partners>

to sign in and make the payment online.

This validly concludes this agreement with the Project Business Foundation.

and

Sponsee: Project Business Foundation
c/o Peter Corbat
Rütistr. 1
CH-4334 Sisseln
Switzerland

Represented by: Martin Berneburg, Chief Operating Officer
E-Mail: m.berneburg@project-business.org

Type of Partnership: Sponsoring Partnership

Education and Consulting Partnership

I. Preamble

1. Sponsor and Sponsee are entering this Agreement with the intention to jointly promote and advance the concept of project business, applying a cross-corporate approach for

organizations to perform projects based on partnership, good faith, and mutual trust.

Both appreciate cooperative and collaborative approaches between contract partners in projects, and this spirit of “Completing over competing” shall also underlie the entering into this Agreement and its implementation.

2. The partnership is entered with a long-term vision to give both parties benefits in tangible and intangible form. For the Sponsor, the foremost benefit expected is visibility and support of activities in the project business market. For the Project Business Foundation as a not-for-profit organization, the expected benefit is financial support to cover operational costs, allow for growth, and enable it to perform its constitutional duties, and also to increase visibility among practitioners and experts in project business.

II. Basic Terms of the Agreement:

1. The Project Business Foundation as the Sponsee agrees to grant the Sponsor the following sponsorship rights:
 - a. Placement of a logo of the Sponsor at an exposed position on the Project Business Foundation’s website including hyperlinks pointing to the Sponsor’s website.
 - b. Placement of a logo of the Sponsor in newsletters and other digital communications of the Project Business Foundation to members and other contacts, where this is appropriate.
 - c. Placement of articles, whitepapers, company news, and similar documents for download or as reads at appropriate places.
2. The Sponsor agrees to grant the Project Business Foundation the following sponseeship rights:
 - a. A payment of €950 per sponsorship year
 - b. Promotion of the Project Business Foundation as a partner in the Sponsor’s website and publications, where this is appropriate, including hyperlinks, pointing to the Project Business Foundation’s website.
3. Additional rights of the parties as part of the Education & Consulting Partnership
 - a. The Project Business Foundation will perform activities to
 - increase and improve the level of education of practitioners in the field of project business
 - enable support programs such as training events, alternative dispute resolution (ADR), project business healing days, and more. These programs will be performed by ESP members, and a benefit sharing or commission based system will be established for the revenue they generate on a case-by-case basis.

III. Further Terms

1. The Sponsor is welcome to fund the Affiliate Membership of its employees and other related individuals through the group-billing mechanism provided by the Sponsee.
2. The terms of these funded Affiliate Membership are independent from this partnership Agreement. When the partnership Agreement has been terminated, the individual memberships would still remain valid until their termination. And vice versa.
3. The Sponsor and the Project Business Foundation may jointly decide to add further elements as addenda to this agreement in order to enter into a strategic partnership with intensified links and extended cooperation between the parties.

IV. Intellectual Property, Data Protection, Privacy

1. Both parties agree to respect and protect the other party's intellectual copyrights, including, but not limited to patents, trademarks, ownership on articles, images, videos and any other forms of protected works.
2. The parties agree to inform the other party, if they get aware of activities by third parties that have the potential to infringe on those rights.
3. Both parties agree to adhere with the applicable data protection and privacy laws in the jurisdictions, where they are domiciled:
 - a. Sponsor: _____
 - b. Sponsee: Switzerland
4. The parties agree to immediately notify the other party, if certain practices are not compliant with such laws of the other jurisdiction, possibly without the knowledge of the breaching party.

V. Validity of the Partnership Agreement

1. The Partnership Agreement will begin
 - a. at the date the Agreement has been entered.
 - b. on the ____ .
2. It will remain valid for one calendar year.
3. If the Agreement is not cancelled at least three months before the end of its validity term, it will automatically be renewed for another calendar year.

VI. Disputes

1. In the event of a dispute arising that the parties themselves cannot resolve in negotiation, the parties agree to refer the matter to an independent mediator or arbitrator appointed by mutual Agreement.
2. If the parties cannot agree on a mediator or arbitrator, or in the case of an arbitration, both parties do not agree with the decision of the arbitrator appointed, the Agreement may be terminated in the following manner:
 - a. If the breach is one that can be rectified, then the non-breaching party can request in writing that the breach be rectified in 14 days. If the breach is not rectified within that time, the non-breaching party may terminate the Agreement immediately;
 - b. If the breach is one that cannot be rectified, the non-breaching party may terminate the Agreement by giving 14 days written notice of their intention to terminate.
 - c. c) If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other party may terminate the Agreement by giving 14 days written notice of their intention to terminate under the clause.

VII. Termination

1. In the event of a termination under this Agreement, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a breach of this Agreement by the other party.
2. Where one party is unable to carry out its obligations under this Agreement due to circumstances beyond its control or which it could not have prevented, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavors to overcome the circumstances preventing its obligations from being carried out.
3. Each party shall indemnify the other against any claims arising from any breach of the Agreement by either party.

VIII. Applicable Law, Place of Court, Non-Transferability, and Non-Disclosure

1. This agreement is solely subject to Swiss law. Any other law is excluded.
2. The place of court for conflicts that can not be resolved by the parties in negotiations or alternative dispute resolution is Sisseln, Kanton Aargau, Switzerland.

3. The rights of either party under this Agreement shall not be transferable or assignable either in whole or in part to a third party.
4. The parties agree to protect private and confidential information of the other party that they may become aware of while acting under this agreement. This includes employed and contracted staff of the parties.
5. This non-disclosure agreement includes the terms and conditions of this Agreement, which shall not be disclosed to any third parties without the prior written consent of both parties.

IX. Severability

1. If any clauses in this agreement are held to be in non-compliance with applicable law, or otherwise invalid or unenforceable, the remainder of the agreement will remain valid and applicable. In lieu of the invalid clause, a clause will be applied that in its essence is nearest to the invalid clause.

X. Signed

Place, date The Sponsor

Signed in the function of: _____

Place, date The Project Business Foundation

Signed in the function of: *Chief Executive Officer*

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