



# State Aid for Research, Development and Innovation

**26<sup>th</sup> – 27<sup>th</sup> October 2017, Berlin**

- **European Commission, DG Competition, State Aid Strategy, Policy Officer - State Aid**
- **EFTA Surveillance Authority, Competition and State Aid Directorate, Senior Officer**
- **Vinnova – Swedish Governmental Agency for Innovation Systems, Legal Officer**
- **TU Delft: Delft University of Technology, Legal Services, Senior Lawyer, the Netherlands**
- **University of Leicester, former Business Manager IRSA – ERDF-funded Project, United Kingdom**
- **Netherlands Organisation for Applied Scientific Research (TNO), Department of Intellectual Property & Contracting, Senior IP Legal Counsel, the Netherlands**

- **Distinguishing Economic and Non-Economic Activities in RDI**
- **Licence Agreements and Shared Facilities – State Aid Relevance**
- **Practical Application of RDI Rules**
- **Avoiding Aid – Don't panic: It Might Not Be Aid at All**

# Brochure

# State Aid for Research, Development and Innovation

### Legal Framework • Avoiding Unlawful Aid • Practical Examples

#### Handling Diverse Income Streams at Higher Education Institutions (HEI) in Light of State Aid Law

It is essential for Higher education institutions (HEI) and Research Institutes to correctly apply State aid law. They need to understand the rules of the Union Framework for Research, Development and Innovation (RDI) as well as the parts of the General Block Exemption Regulation (GBER) applicable to RDI. Being increasingly dependent on alternative financial resources such as EU Funds or other income sources and activities, Universities and Research Institutes need to check systematically, whether the State aid law regime applies for the planned activities and projects.

Regarding EU Funds, the European Structural and Investment Funds (ESIF) have become more and more important next to H2020 Programme. In order to use ESIF, Universities and Research Institutes must know and correctly apply both, EU State aid law and ESIF regulations.

When it comes to their economic activities, HEI are obliged to clearly distinguish and record their economic and non-economic activities in order to avoid unlawful cross-subsidisation. They have to know the consequences regarding State aid of cooperating with the private sector for various constellations. Another issue of concern is the financing of technology parks and clusters as well as the cluster management. In case of unlawful State aid HEI risk the recovery of the financial support.

#### Practical Approaches for Various State Aid Cases in RDI

This Seminar comprises of practical team exercises and case studies where the participants are confronted with various practical questions regarding State aid in RDI. Use the opportunity to discuss among others questions of licencing and IP or the usage of shared facilities amongst various universities and research organisations with your fellow colleagues from Europe. Take the chance to approach various State aid cases and questions like such as the distinction between technology transfer, knowledge transfer and consultancy, collaborative research cases, contract research or projects related to several articles in the GBER. Discuss challenges resulting from the Market Economy Operator Principle.

Gain certainty for the correct application of State aid in the field of research, development and innovation (RDI).

#### Who is this practical seminar for?

**This seminar is especially designed for Directors, Heads of Departments or Units, Managers, and other members of staff from**

- Higher Education and Research Institutes
- National and regional ministries and agencies responsible for Research & Development & Innovation
- Research & technology centres, clusters and other bodies engaged in R&D activities
- Start-up support services
- Competition authorities
- Companies and industry working in research, development and innovation
- National and regional Audit Institutions

#### Working in departments such as:

- Research & Development, Technology Transfer, Valorisation
- EU and national funding
- Legal Affairs
- State aid and State aid control
- Internal Audit
- Finance and Accountancy
- Controlling
- Business Development
- Competition Policy
- External Affairs

**The seminar may also be interesting for lawyers and consultants specialised in R&D cooperation.**

***“A seminar, providing excellent knowledge in State aid matters.”***

*Nadezhda Hristova, Chief Expert, Real Sector Finance Directorate, Ministry of Finance, Bulgaria*





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## What will you learn at this seminar?

- How to apply the Union Framework for RDI in practice
- What aspects are especially relevant for RDI State aid in the General Block Exemption Regulation (GBER)?
- How to correctly distinguish and record economic and non-economic activities
- How does a reasonable full costing scheme at Higher Education Institutions look like?
- How to avoid unlawful cross-subsidisation
- How to cope with licences and intellectual property (IP) with regards to State aid
- How to assess various constellations of cooperation with the private sector with regards to State aid
- What is the impact of State aid regulations on financing RDI infrastructure and technology parks?
- How to ensure State aid compliance when dealing with ESI Funding for RDI projects
- How to prepare for a financial audits in RDI projects

## Your benefits

- Equip yourself with the current regulations on State aid for RDI
- Avoid the risk of unlawful State aid and recovery within your RDI project
- Gain certainty about State aid issues for RDI infrastructure
- Know how to carry out an RDI project between research organisations and the industry in compliance with State aid regulations
- Receive practical advice on your individual questions
- Discuss and network with our experts
- Profit from individual State aid decision schemes for various cases that will support you in your daily practice

***“The best State aid seminar I have attended.”***

*Iliana Stoeva, Chief Expert, Real Sector Finance Directorate,  
Ministry of Finance, Bulgaria*



## PROGRAMME DAY 1

# State Aid for Research, Development and Innovation

8.30-9.00

Registration and Handout of Seminar Material

9.00-9.05

Opening Remarks from the European Academy for Taxes, Economics & Law

9.05-9.30

### Welcome Note from the Chair and Round of Introductions

**Bernhard Michael von Wendland,**  
Policy Officer - State Aid, State Aid Strategy,  
DG Competition, European Commission

9.30-10.15

### Legal Framework and New Provisions for State Aid in RDI

- De Minimis, the GBER & Union Framework for RDI
- Notification procedure under the framework
- 20% regulation
- Categories for State aid

**Bernhard Michael von Wendland,**  
Policy Officer - State Aid, State Aid Strategy,  
DG Competition, European Commission

10.15-10.30

Discussion Round

10.30-11.00

Coffee Break and Networking Opportunity

## Workshop

11.00-12.30

### Distinguishing Economic and Non-Economic Activities in RDI

*The determination and separation of economic and non-economic activities within RDI remains a key challenge for being involved. In our practical workshop participants will analyse with practical cases:*

#### How to recognise economic activities in practice

*The participants will work in small groups and discuss the results together with the workshop leader afterwards.*

**Björn Skarp, Legal Officer,**  
Operational Development and Analysis Division,  
Vinnova – Swedish Governmental Agency for  
Innovation Systems

12.30-14.00

Lunch Break and Networking Opportunity



### BERNHARD MICHAEL VON WENDLAND

**Policy Officer - State Aid,  
State Aid Strategy,  
DG Competition,  
European Commission**

Bernhard Michael von Wendland is working in the State Aid Strategy Unit of DG Competition. His main task is strategy and policy development in the field of State aid control, advocacy, and developing the cooperation with Member States. He joined the European Commission in 2002 and worked for the Directorate General Energy and Transport, as the Financial Manager of the Trans-European Transport Network. In 2004, he joined the Directorate Competition. Prior to his current position, Bernhard Michael von Wendland has been a State aid case handler for many years, in the areas of R&D and innovation aid, public funding for universities and research organisations, risk capital aid and aid in the transport sector. In 2008, Bernhard briefly returned to DG Energy and Transport, to monitor the transposition of the Energy Efficiency Directive and to look at State aids in this field.



### BJÖRN SKARP

**Legal Officer, Operational  
Development and Analysis  
Division, Vinnova – Swedish  
Governmental Agency for  
Innovation Systems**

Björn Skarp has been working as Legal Officer at Vinnova since 2013. His focus is currently on State aid and administrative law. Prior to this position, he worked as Legal Counsel at the University of Gothenburg. He has also been employed by the Sahlgrenska University Hospital where he established a legal function handling legal and contractual issues in relation to industry collaborations, innovation projects and clinical trials. Furthermore, he has served as a junior judge and law clerk at a Swedish District Court.

***“Invaluable in understanding the crucial  
State aid issues regarding RDI.”***





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## Case Studies

14.00-15.30

### Licence Agreements and Shared Facilities – State Aid Relevance

*In this session the participants will work on real case examples from TU Delft. Following key questions and aspects related to the cases will be discussed.*

#### Case 1:

*A license agreement for software between the TU Delft and a spin-off. This case has been brought and decided by the European Commission.*

#### How to cope with aid when selling software Market activities vs. public tasks

#### Case 2:

*TU Delft shares a campus hospital with other universities and academic medical centres*

#### State aid

**Distinction between non-commercial research and commercial / economic activities**  
**Transparency, pricing issues**

**Jan Nuijten, Senior Lawyer, Legal Services,  
TU Delft: Delft University of Technology,  
the Netherlands**

15.30-16.00

Coffee Break and Networking Opportunity

16.00-16.45

### Intellectual Property (IP) and State Aid

- Positioning of public Research and Technology Organisations (RTO's)
- How to cope with IP in relation to State aid
  - Collaborative R&D and Contract Research
  - Licensing and technology transfer
- Basics of IP valuation: How to handle the pricing for IP
- What other things to look at

**Folkert Teernstra, Senior IP Legal Counsel,  
Department of Intellectual Property & Contracting,  
Netherlands Organisation for Applied Scientific  
Research (TNO), the Netherlands**

16.45-17.00

Discussion Round

17.00

End of Day One

#### JAN NUIJTEN

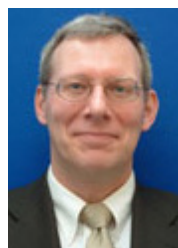
**Senior Lawyer, Legal Services,  
TU Delft: Delft University of  
Technology, the Netherlands**



Jan Nuijten is working at the Legal Services Directory at TU Delft as a Senior Lawyer. He is specialised in administrative law, higher education law, and is handling cooperation agreements with foreign and Dutch research institutions and companies. In his position he is involved in several projects that may be relevant with regard to State aid and unfair competition. One example being the licensing agreement between Technical University Delft and Delftship which has been appealed and decided by the European Commission.

#### FOLKERT TEERNSTRA

**Senior IP Legal Counsel,  
Department of Intellectual  
Property & Contracting,  
Netherlands Organisation for  
Applied Scientific Research (TNO),  
the Netherlands**



Folkert Teernstra is Senior IP Legal Counsel and Licensing Associate with the Netherlands Organisation for Applied Scientific Research – TNO. He specialised on all issues involving intellectual property, licensing and other forms of technology transfer. As public legal entities like TNO utilise public means for R&D activities, this means that licensing to the private sector must comply with State aid rules. He currently operates within the Intellectual Property and Contracting department of TNO. The IP&C department is responsible for the entire process of contract support, legal & IPR support and licensing-out within TNO. Prior to his work as IP Legal Counsel for TNO in the public sector, Folkert Teernstra worked approximately ten years as legal and IP counsel for a major telecom-operator in the Netherlands, dealing with R&D from the industries' perspective. Amongst other activities, Folkert Teernstra is also active in the Legal Experts Working Group of EARTO, an Association representing the interests of around 350 European research and technology organisations.

## Get-Together Reception

Following the first day of the seminar, we invite you to join us at our evening reception and let the day end with an enjoyable get-together.

## PROGRAMME DAY 2

# State Aid for Research, Development and Innovation

9.00-9.15

### Welcome Note from the Chair

Mihalis Kekelekis, Senior Officer, Competition and State Aid Directorate, EFTA Surveillance Authority

## Workshop

9.15-11.15

### Practical Application of RDI Rules

*Stakeholders are often confronted with various cases where State aid law could be involved. This workshop will provide clarifications on the below issues.*

**Clawback mechanism for economic vs non-economic activities**

**Cumulation rules for RDI projects**

**Examples of collaboration projects and the concept of single undertaking**

**Projects that may relate to several articles in the GBER (e.g. innovation clusters)**

**Considerations of contract research**

**Notification thresholds**

*During this workshop participants work in groups. The results are then discussed with the workshop leader and the other groups.*

**Mihalis Kekelekis, Senior Officer, Competition and State Aid Directorate, EFTA Surveillance Authority**

*A coffee break will be included into the workshop.*



### MIHALIS KEKELEKIS

**Senior Officer, Competition and State Aid Directorate, EFTA Surveillance Authority**

Mihalis Kekelekis is Senior Officer at the Competition and State Aid Directorate which carries out State aid control for the EFTA States under the EEA Agreement. In his position, he gets involved among others in the assessment of State aid cases and complaints pursuant to the provisions of the EEA Agreement. In the past, he worked as a Senior Lecturer at a European Institute of Public Administration where he regularly advised public authorities across the EU on State aid issues and participated in EU-funded projects as an international/EU legal expert and project manager. He is the author of three books – on State aid policy and merger policy respectively – and has written numerous articles.



### TERESA SMITH

**Project Leader, ERDF-funded ACTIS Project, Medilink East Midlands, former Business Manager ERDF Projects, University of Leicester, United Kingdom**

Teresa Smith is an experienced Business Manager and has recently moved to Medilink EM from her role delivering complex ERDF projects for the University of Leicester. In her current role as Project Leader for Medilink East Midlands with responsibility for the ERDF funded ACTIS project she will be using her considerable experience to work across several Local Enterprise Partnerships to provide business management and support to innovative SMEs in the medical and healthcare arena. Teresa Smith worked for the University from 2008 to 2017 and managed both the G-STEP project (£2.4 million over six years) and the IRSA project (£1.1 million over 2 years). Teresa Smith was also heavily involved with writing successful ERDF funding extensions for these projects as well as new bids to provide longevity and continuity for regional companies. She developed intense engagements with East Midlands companies to support a variety of cutting edge innovation projects. During her time with the University of Leicester she developed numerous strategies to increase interaction through sector specific events and bespoke business training particularly around data manipulation.

11.15-12.00

### European Structural and Investment Fund (ESIF) Projects for RDI – Relevance for State Aid

- State aid GBER article 28 'proof' of Innovation
- Which approaches are useful for successfully passing audits?
- The audit process for ESIF (ERDF) SMEs and higher education institutions in the UK
- The audit trail and provision of evidence in HEIs and SMEs – UK 'due diligence'

**Teresa Smith, Project Leader, ERDF-funded ACTIS Project, Medilink East Midlands, former Business Manager ERDF Projects, University of Leicester, United Kingdom**

12.00-12.15

Discussion Round

12.15-13.30

Lunch Break and Networking Opportunity



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13.30-14.15

## **Aspects of State Aid for Financing RDI Infrastructure**

- Technology parks
- Clusters and cluster management
- Competence Centres
- Scientific infrastructure
- Claw-back mechanism

**Emyr Lewis, Co-Author of the Guide for Universities on State Aid in Research, Development & Innovation, Lawyer, Partner and Regional Senior Partner for Wales, Blake Morgan**

14.15-14.30

Discussion Round

14.30-15.00

Coffee Break and Networking Opportunity

## **Interactive session**

15.00-16.00

### **Avoiding Aid - Don't panic: It Might Not Be Aid at All**

*To check whether your project or activity will be within the State aid regime is indispensable for gaining certainty.*

#### **Identifying funds**

**The Market Economy Operator Principle and investment**

#### **Collaborative RDI**

#### **Supply of services and contract research**

*During this workshop participants work in groups. The results are then discussed with the workshop leader and the other groups.*

**Emyr Lewis, Co-Author of the Guide for Universities on State Aid in Research, Development & Innovation, Lawyer, Partner and Regional Senior Partner for Wales, Blake Morgan**

16.00

End of Seminar and Handout of Certificates



### **EMYR LEWIS**

**Co-Author of the Guide for Universities on State Aid in Research, Development & Innovation, Lawyer, Partner and Regional Senior Partner for Wales, Blake Morgan**

Emyr Lewis is one of the Authors of the 2016 published Guide of Universities on State Aid in Research, Development & Innovation. He is Partner and Regional Senior Partner for Wales at Blake Morgan. He is experienced in advising Higher Education Institutions especially on State aid implications of various projects and activities, in particular the treatment of IP in collaborative research projects and spin-outs. Moreover, he advises on the overhaul of Universities' IP policies and several IP licensing and spin-out projects, on the establishment and governance for collaboration between Universities and each other.

***"Substantive and professional – very useful."***

***"Very good exchange discussing the latest issues."***

## ORGANISATIONAL MATTERS

# State Aid for Research, Development and Innovation

### Date of Event

26<sup>th</sup> – 27<sup>th</sup> October 2017

### Booking Number

S-1703

### Event Language

The event language will be English.

### Event Price

1.389,- Euro excl. German VAT (19%)

#### The above price covers the following:

- Admission to the seminar
- Hand-out documents
- Seminar certificate, if seminar fully attended
- Soft drinks and coffee/tea on both event days
- Lunch on both event days

Upon request you can receive a **digital version** of the seminar documents after the event for **60,- Euro excl. German VAT (19%)** in addition to the seminar.

### Contact

European Academy for Taxes, Economics & Law  
At Potsdamer Platz, Entrance Leipziger Platz 9  
10117 Berlin, Germany  
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Fax: +49 (0)30 80 20 80 22 259  
E-mail: [info@euroacad.eu](mailto:info@euroacad.eu)  
Internet: [www.euroacad.eu](http://www.euroacad.eu)

### Your contact persons for the programme:

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(Programme is subject to alterations)

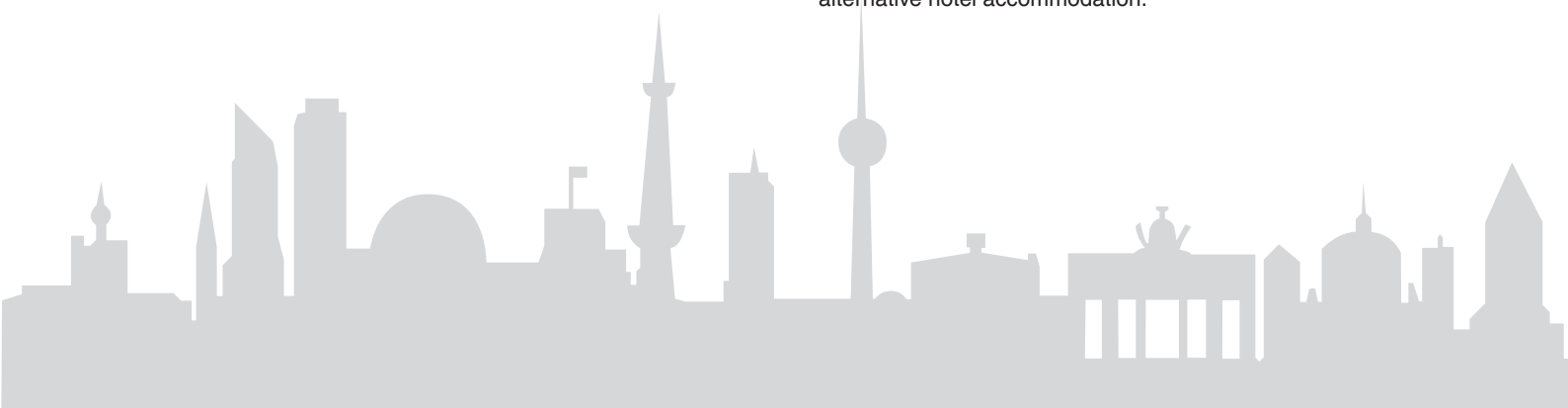
### Event Location

Wyndham Berlin Excelsior Hotel  
Hardenbergstr. 14  
10623 Berlin, Germany  
Phone: +49 (0)30 610 819 410  
E-mail: [reservation.berlin@grandcityhotels.com](mailto:reservation.berlin@grandcityhotels.com)  
Internet: [www.wyndhamberlinexcelsior.com/de](http://www.wyndhamberlinexcelsior.com/de)

Please contact the hotel directly and refer to the “European Academy for Taxes, Economics & Law” if you wish to benefit from a limited number of available rooms. Of course you can always look for an alternative hotel accommodation.

### BOOKING

E-mail: [booking@euroacad.eu](mailto:booking@euroacad.eu)  
Phone: +49 (0)30 802080-20  
Fax: +49 (0)30 802080-22 250  
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## Booking

Booking Number: S-1703 (DM)

26<sup>th</sup> – 27<sup>th</sup> October 2017, Berlin

Herewith we register the following persons for the Practical Seminar: "State Aid for Research, Development and Innovation".

**Delegate 1**

First name \_\_\_\_\_  
Last name \_\_\_\_\_  
Your organisation \_\_\_\_\_  
Department \_\_\_\_\_  
Unit \_\_\_\_\_  
Job position \_\_\_\_\_  
Street \_\_\_\_\_  
Postcode / City \_\_\_\_\_  
Country \_\_\_\_\_

Tel. \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

☐ I hereby order the digital version of the seminar documents (fee required) in addition to the seminar.

**Delegate 2**

First name \_\_\_\_\_  
Last name \_\_\_\_\_  
Your organisation \_\_\_\_\_  
Department \_\_\_\_\_  
Unit \_\_\_\_\_  
Job position \_\_\_\_\_  
Street \_\_\_\_\_  
Postcode / City \_\_\_\_\_  
Country \_\_\_\_\_

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

☐ I hereby order the digital version of the seminar documents (fee required) in addition to the seminar.

**Invoice Organisation**

First name \_\_\_\_\_  
Last name \_\_\_\_\_  
Your Organisation \_\_\_\_\_  
Department \_\_\_\_\_  
Unit \_\_\_\_\_  
Job Position \_\_\_\_\_  
E-mail \_\_\_\_\_

Street \_\_\_\_\_  
Postcode / City \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

With my signature I confirm my registration and accept the General Terms and Conditions as legally binding.

☐ I herewith agree to receive further information from the European Academy for Taxes, Economics & Law

In case of registration of more than one delegate do you prefer:

☐ Single invoice?

☐ Collective invoice?

**NOTE**

Only Valid with Signature and Stamp.

Place, Date \_\_\_\_\_

Authorised Signature and Stamp \_\_\_\_\_

# Terms & Conditions for Conferences, Seminars and other Training Courses

for the offer of European Academy for Taxes, Economics & Law

## § 1 Scope – Subject of contract - Contractor

- (1) The GTC apply to the participation in all training activities such as courses, seminars, workshops, trainings („Event“) offered and conducted by European Academy for Taxes, Economics & Law („EA“) including all goods and related services, unless otherwise agreed, e.g. by agreeing on special conditions.
- (2) Legal provider of services from EA and the sole contractor of all services is Brauner Klingenberg GmbH represented by the Managing Director Christoph Brauner Leipziger Straße 9 in 10178 Berlin, Germany, registered with the local register court of Charlottenburg, HRB 15132B.
- (3) EA provides its services exclusively to entrepreneurs in the meaning of section 14 of the German civil code (BGB), legal entities of public law and to public-law special funds („Customer“). Only those persons become contractors of EA. The persons that have been designated and registered by a Customer for an Event („Participants“) do not become contractors of EA. The offer is not directed to consumers.
- (4) These GTC apply exclusively; EA does not accept any conflicting or deviating terms and conditions of Customers, unless EA has agreed explicitly to them in writing. These GTC apply also if EA renders its services unconditionally in knowledge of conflicting or deviating terms and conditions of Customers.

## § 2 Offer - Registration - Contracting

- (1) The Customer can register for Events via the booking form on the internet, mail, fax or email. A booking is accepted and a legally binding contract is entered if EA accepts explicitly the registration of the Customer or does not reject the booking within seven days after receipt of the completed and signed booking form in writing. The contract becomes legally binding at the latest once the full booking fee has been credited on the bank account of EA. In addition, EA will confirm the booking to the Customer by email. A partial booking is only possible if parts of an Event have been declared partially bookable.
- (2) Registrations are always handled in the order of receipt. If one booking cannot be considered, the relevant Customer will be informed promptly.

## § 3 Service of EA

- (1) Content, extent, duration and other details of the Event and the services are set forth in the publications of EA on the Events and are the basis for the booking of the Customer.
- (2) The event fee is per person and event date. It includes - as far as announced – the event documents, lunch and beverages. Furthermore, the issuance of a participation certificate is included. Hotel accommodation / overnight stay / travel arrangements are not included.

## § 4 Event fee and charges – Payment conditions – Set-off

- (1) Unless agreed otherwise, the event fees set forth in the publications on the Events apply. Furthermore, EA may charge additional charges for additional services as incurred (e.g. handling of visa invitations, changes to invoices, mailing of invoices, etc.) according to the price list published on the website of EA at the time the contract is concluded. VAT applicable on the day of invoicing must be added to all prices.
- (2) The Customer is obliged to pay the agreed fee and any additional charges in advance, i.e. before the start of an Event. Invoices are due immediately upon receipt without any deduction. Invoices are sent electronically. A Customer who does not make the payment within seven days after the due date is in default. If a Customer is in default, EA is entitled to charge interest in the amount of 8% above the base rate fixed by the European Central Bank. If EA proves a higher amount of damage caused by the delay of payment, EA may assert a claim for such higher amount.
- (3) Instalments are accepted only in exceptional cases and only based on an individual written agreement. Payments shall only be made based on invoices or made by wire transfer. Cash or credit card payments are accepted only if previously agreed by EA. Payments by bill / check will not be accepted.
- (5) A set-off by the Customer is only possible with claims that have been awarded by a final court judgment, have been recognized by EA or are directly linked to the main claim of EA.
- (6) A settlement via credit card on the website is carried out by: HUELLEMANN & STRAUSS ONLINE SERVICES S.à r.l. ; 1, Place du Marché; L-6755 Grevenmacher; R.C.S. Luxembourg B 144133; email: info@hso-services.com; managing director: Ramona Spies Heiko Strauss. This does not apply for credit card payments made over the phone.

## § 5 Withdrawal by the Customer - Cancellation

- (1) Cancellations must be made in writing or in text form. For a cancellation more than 30 days before the Event, a processing fee of 80.00 € plus VAT is due immediately. The remaining conference fee after deduction of the processing fee will be refunded. For a cancellation more than two weeks before the Event 50% of the event fee and additional charges plus VAT have to be paid by the Customer. In case of a no show or cancellation within a period of two weeks before the Event, the full fee for the Event plus VAT is due and payable. The Customer is free to prove that the damage caused to EA was smaller or did not exist. EA accepts substitute Participants at no additional cost replacing the originally registered Participant if EA is informed of the substitution at least three days prior to the Event.
- (2) A partial / daily cancellation of an Event and a substitution for a part of the Event or on a daily basis is not possible.
- (3) If the event fee including any additional charges is not paid on the day of the Event or can the payment not be clearly proved, EA can exclude the relevant Participant from the Event. Nonetheless, the event fee remains due immediately and can be claimed by EA by enforcement or in court proceedings.

## § 6 Cancellation / Changes by the organiser / Exclusion of participants from the Event

- (1) EA is entitled to withdraw from the contract for cause, irrespective of other reasons, in particular if:
  - there are not sufficient registrations for an Event; or
  - the Event has to be cancelled due to reasons that are not under the control of EA (e.g. force majeure, strike, due to absence of a speaker, disruptions at the venue).In the aforementioned cases all paid participation fees will be fully refunded. EA will inform Customers as early as possible in such cases. A cancellation due to an insufficient number of registrations will be communicated by no later than two weeks before the Event.
- (2) Claims for damages of Participants are excluded in those cases, unless such costs are incurred due to gross negligence or wilful conduct on the part of EA or its agents. In case of disruption of its services, EA commits to undertake all reasonable measures to contribute to remedying or limiting the disruption. Should EA reimburse travel expenses in certain cases out of goodwill, this shall constitute an exception.
- (3) EA reserves the right to substitute speakers by others and make any necessary changes to the Event program or to relocate the venue while maintaining the overall character of the Event as required.

## § 7 Copyrights, Privacy policy and Lists

- (1) The documentation/records distributed at the Event are protected by copyright. Copying, dissemination or any other commercial use or commercial exploitation of the documentation - including excerpts - is permitted only with the express written consent of EA. Participants may not take any pictures or make audio and/or video recordings of the Events without the express written consent of EA. EA reserves all rights.
- (2) The names of the Participants and the Customers including their addresses can be made available to the other Participants and be communicated (including the relevant addresses) to a company responsible for the mail delivery. Customers or Participants have no right to claim the handover of the list of Participants of the visited Event.
- (3) Customer and Participant agree to the recording (video, photo, audio etc.) of their person at an Event and consent that these recordings may be used, exploited and/or published by EA.
- (4) The privacy policy published on the website of EA applies. Besides, the statutory provisions apply.

## § 8 Liability

- (1) The Events are carefully prepared and performed by qualified speakers. EA accepts no liability for being up-to-date, the accuracy and the completeness with respect to the documentation distributed at the Event and the conduct of the Event and/or any other contents of the Events, provided that there is no intention or gross negligence of EA or its agents.
- (2) Our liability for breach of contract and for tort is limited to intent and gross negligence. This does not apply to injury to life, limb or health of a Participant, or claims regarding the breach of cardinal obligations, i.e. of obligations arising from the nature of the contract, breach of obligations that endangers the purpose of the contract, or a damage caused by delay (section 286 BGB). In that regard, EA is liable for every degree of fault. As far as damage does not result from injury to life, limb or health of the Customer, EA is only liable for typical damages.

## § 9 Place of performance – Choice of law – Jurisdiction – Miscellaneous

- (1) If the agreement provides for nothing else, the location of payment is the registered office of EA in Berlin. The location of performance is Berlin.
- (2) The law of the Federal Republic of Germany shall apply to this agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (3) Agreements with entrepreneurs, legal entities of public law and to public-law special funds are subject to the exclusive jurisdiction of the competent court for our registered place of business. EA may also sue the Customer at its general place of jurisdiction.
- (4) All legally relevant declarations and notifications which the Customer makes vis-à-vis EA or a third party shall require text form or be made in writing, unless otherwise provided in these GTC.