



## **GENERAL TERMS AND CONDITIONS FOR MEMBERSHIP – FUSTIC Association**

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These terms of use (as amended from time to time, the "Terms") together with any supplemental rules and regulations, such as the Privacy Policy or the Membership Agreement, govern your membership, contributions, access to and your use of the services offered by FUSTIC.

### **1. Definitions**

**Articles of Associations:** the current version of the articles of association of the FUSTIC association.

**Member:** an individual or entity bound by a Membership Agreement.

**Membership:** FUSTIC offers a freemium membership model, as defined in the Article 5 "Membership".

**Membership Agreement:** the individual agreement taken in application of the Terms allowing an entity or individual to join FUSTIC as a Member. The applicable Terms (according to the mechanism described in the Article 11 "Update of the Terms") are an integral part from the Membership Agreement.

### **2. Purpose**

FUSTIC association aims at connecting while transforming cities. Using digitalization and sustainability as transversal topics we provide technological and social innovations towards climate neutrality, health and well-being. Our association is inclusive and acts as a connector. It brings a culture of sustainable innovation and transformation with problem-driven digital solutions. It commits to shaping the future of sustainable territories, infrastructures, and cities. Nothing impactful is ever accomplished alone, diversity makes teams smarter; designing the future is insufficient without implementation.

FUSTIC provides Content or Material or services on an "AS IS" basis, without further warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of merchantability or fitness for a particular purpose.



### 3. Ethics

FUSTIC is based on strong ethical principles. We are committed toward, and require our members to respect, the following principles:

- Honesty
- Integrity
- Trustworthiness
- Compliance
- Responsibility
- Fairness
- Loyalty
- Consideration

FUSTIC is fully committed to the promotion of high ethical standards in its activities in order to protect those involved in research and innovation to promote high scientific quality.

All research involving human subjects must be conducted in accordance with **three basic ethical principles**, namely respect for persons, beneficence and justice (Declaration of Helsinki). It is generally agreed that these guidelines, which in principle have equal moral force, guide the conscientious preparation of proposals for scientific studies.

Furthermore, research and projects involving human subjects should be carried out only by, or strictly supervised by, suitably **qualified and experienced investigators and in accordance with a protocol** that clearly states: the aim of the research; the reasons for proposing that it involves human subjects; the nature and degree of any known risks to the subjects; the sources from which it is proposed to recruit subjects; and the means proposed for ensuring that subjects will be adequately informed and will voluntarily give their consent (Informed Consent). The protocol should be scientifically and ethically established by one or more suitably constituted review bodies, independent of the investigators.

Moreover, research and projects which involves the collection or processing of personal data, regardless of the method by which they are/were collected should comply with the Federal Act on Data Protection ('Loi fédérale sur la protection des données', 235.1). The aim of this Act is to protect the privacy and the fundamental rights of persons when their data is processed. The FDP is currently under revision. The revision of the Act has been motivated by changes in European legislation and by the emergence of new technologies.

As of 25 May 2018, the EU General Data Protection Regulation (EU-GDPR) will enter into force. This Regulation will apply in the EU and it replaces Directive 94/46/EC of the European Parliament and of the Council of 1995. Despite the fact that Switzerland is not a member of the EU, the new EU-GDPR has direct consequences for Switzerland.



## **Some definitions of the Swiss Federal Act on Data Protection (FDP)**

### Personal data

All information relating to an identified or identifiable person.

### Processing

Any operation with personal data, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of data.

### Sensitive personal data

Data on:

1. Religious, ideological, political or trade union-related views or activities.
2. Health, the intimate sphere or the racial origin.
3. Social security measures.
4. Administrative or criminal proceedings and sanctions.

Any breach by a Member of one of these principles may result in the member's membership termination for cause further to a vote of the General Assembly in accordance with Art. 11 of the Articles of Association, without prejudice of any damage and interest claims against the Member.

## **4. Strategic committee**

A strategic committee is made-up, at least, of two representatives of each of representative of the different member categories of the association, namely: two representatives from academics, two representatives from public sector public {cities, municipalities, states, federal authorities, etc.}, two representatives from large business entities, two representatives from small and medium enterprise (SME) (less than five hundred employees full-time equivalent), two representatives from startups sector, two representatives from associations/non-governmental organizations (NGO).

This strategic committee is constituted, elected and validated by the president and vice-president of FUSTIC association for a period of one year, renewable for one additional year.

The three roles of the strategic committee are articulated around:

- challenging the strategy, with a critical mind,
- bringing objective support for the strategy, with commitment and independence
- supporting the strategy and its implementation with vigilance and rigor in order to identify the weak signals {risks for the association, opportunities and needs of FUSTIC's members}.



## **5. Membership**

### **5.1. Membership qualifications**

The Association shall be composed of natural persons or legal persons who, through their actions or commitment, have proven their attachment to the purpose of the Association and who undertake to pay the annual membership fee as decided by the General Meeting.

### **5.2. Description of memberships**

FUSTIC is based on a freemium membership model and offer dedicated and tailor-made services according member request subject to extra fee on top of the freemium membership.

### **5.3. Membership benefits**

As a member, FUSTIC offers 4 services, 3 under the freemium membership and one under offer, namely:

- FUSTIC COMMUNITY: Access exclusive services such as dedicated matchmaking platform, included in the freemium membership,
- FUSTIC AWARENESS: Raise awareness of our members to attend (meet the expert, matchmaking days), included in the freemium membership,
- FUSTIC SYSTEM VALUE CHAIN: Define all together our desirable future and co-create projects from ideation to implementation, included in the freemium membership,

And:

- FUSTIC INNOVATION BOOSTER: Initiate, build and coordinate consortia for innovative projects and best practices program, subject to an extra fee on top of the freemium membership, under offer.

### **5.4. Warranties**

The Member represents, warrants and undertakes to FUSTIC that:

- a) it has full power, capacity and authority to execute, deliver and perform its obligations under the Membership Agreement, including signature;
- b) once executed, the Membership Agreement together with the Terms constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;



c) there are no existing agreements, undertakings or arrangements which prevent it from entering into the Membership Agreement, or which would impede the performance of its obligations under the Membership Agreement, or that it would breach by entering into the Membership Agreement.

## **6. Collaborative Projects**

FUSTIC and Members will collaborate on specific projects within the scope of the purpose of FUSTIC. FUSTIC and the Members concerned will enter into specific agreements on a case-by-case basis that will regulate the scope of the project, the respective role and tasks of the participating parties, the project funding, confidentiality of information exchanged as well as ownership of and right to use the results of the project and any related intellectual property rights.

## **7. Confidentiality**

FUSTIC and each Member ("the Recipient") agrees to keep confidential and not to use for another purpose than the performance of this Agreement all information belonging to the another Party ("the Disclosing Party") with which it may come in contact during the performance of this Agreement, provided that such information has been clearly labelled as confidential by the Disclosing Party or, if disclosed orally, has been confirmed in writing as being confidential within ten (10) days from their disclosure (hereinafter referred to as "Confidential Information"). Each Party shall be responsible for the compliance by its personnel with these confidentiality obligations.

The obligations under article 5.1 shall not apply to any Confidential Information that:

- was in the public domain or open to the public at the time it was transmitted to Recipient, or
- became public or open to the public for reasons other than an action or omission attributable to Recipient, or
- was in Recipient's possession, without any limitation regarding its disclosure at the time it was transmitted to Recipient, provided that such prior possession is supported by a written evidence, or
- was obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose it.



Said obligations shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

The confidentiality obligations 5 shall remain effective for five (5) years after disclosure of the Confidential Information concerned.

## **8. Data protection**

The Privacy Policy available on FUSTIC website ([www.fustic.org](http://www.fustic.org)) is an entire part of this agreement.

## **9. Liability**

Neither party shall be liable to the other or any other person or entity for indirect or consequential damages arising out of or in connection with the implementation of the Membership Agreement.

These limitations of liability shall not apply to both parties' liability in respect of injury to persons or wilful misconduct and any other liability which cannot be lawfully excluded or limited by law.

## **10. Termination**

### **10.1. Ordinary termination**

A Membership Agreement will renew automatically under the same conditions at its term. A Member may terminate its Membership by sending a one-month prior written notice to: FUSTIC Association, EPFL, Route Cantonale, Station 18, 1015 Lausanne.

A Membership shall not renew if a Member has opposed to the new version of the Terms, and the according Membership Agreement shall be automatically terminated at its term (see Article 11 "Update of the Terms").



## **10.2. Extraordinary termination**

Notwithstanding the ordinary termination as stated above, FUSTIC may terminate the Membership Agreement with immediate effect upon written notice if

- a) the Member, as an individual, has died or lost the ability to enter into legally binding agreement,
- b) the Member has its business activities suspended or ceased for more than 60 (sixty) consecutive days;
- c) the Member becomes insolvent and is declared bankrupt;
- d) the Member breaches or fails to properly perform any material obligation under the Membership Agreement and, where able to be remedied, fails to remedy the breach or perform the obligation within 30 (thirty) days after receiving notice thereof; for the sake of clarity this also includes any breach by the Member of its warranties (5.4 "Warranties") or the principles of Ethics (3 "Ethics").

## **10.3. Effects of termination**

Termination of this Agreement shall not affect the validity of any specific agreement entered into for the performance of any project in accordance with Article 6 of this Agreement.

- a) The provisions of Article **Error! Reference source not found.** "Confidentiality" shall survive termination and continue in full force and effect.

## **11. Update of the Terms**

Without any oppositions within 30 days from the notification by registered mail to the official address of the Member of a new version of the Terms, the new version is deemed accepted by the Member and enforceable as part of the entire agreement of the parties.

If the Member expressly opposes the new version of the Terms within 30 days from its publication, the previously applicable shall remain enforceable to your Membership until its term. At the term of your Membership, the Membership shall be terminated according to the Article 10.1 "Ordinary termination".



## 12. Final terms

Should any provision of the Terms or the Membership Agreement be invalid, the validity of the other provisions shall not be affected. The parties undertake to interpret an invalid provision as closely as possible to their will, and the ethics and purposes of FUSTIC.

The Terms and the Membership Agreement are governed by Swiss law, without regard to its principles of conflict of law.

In the event of a dispute, controversy or claim (the "Dispute"), arising out or in connection with the Terms and Membership Agreement or any of its subsequent amendments, including any question regarding its existence, validity or termination, the parties shall use their best endeavours to solve such Dispute amicably within a period of 2 (two) months from the date of seisin by the most diligent party.

In case the parties cannot reach agreement within this time, the most diligent may seize the competent courts. Any such dispute shall be submitted to the exclusive competence of the competent courts of Lausanne.

Lausanne, the 19<sup>th</sup> of June 2022.

Frederic Dreyer (PhD, MBA)

Founder & Vice-President FUSTIC



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.