

## **Terms and Conditions for Membership in the EXCELLERAT Interest Group**

These Terms and Conditions are issued by the UNIVERSITÄT STUTTGART, registered office Keplerstrasse 7, 70174 Stuttgart - Germany, Operating office: Höchstleistungsrechenzentrum Stuttgart ('HLRS'), Nobelstrasse 19, 70569 Stuttgart acting as Project Coordinator of the Project Grant Agreement nr. 101092621 — EXCELLERAT P2 funded by the European High-Performance Computing Joint Undertaking ('Granting Authority'), under the powers delegated by the European Commission ('European Commission'). The EXCELLERAT P2 Project Partners ('Project Partner(s)') are listed here: <https://services.EXCELLERAT.eu/en/partners/partners/>

By becoming a Member of the EXCELLERAT Interest Group ('Interest Group'), each Member agrees to the following terms and conditions:

### **Eligibility**

Membership in the Interest Group is open to organizations from industry, academia, research centers, technology providers, and other relevant stakeholders involved or interested in the fields of simulation, AI, HPC, data analytics, and related technologies.

HLRS reserves the right to approve or decline Membership applications at its sole discretion, based on relevance to the Interest Group's objectives and available capacity. Applications will be reviewed fairly and without discrimination.

Applicants will be notified via e-mail of the decision within 30 days of application. No reasons for rejection need to be provided.

### **Nature of Group**

The Members are not aiming to form an association. Members, including HLRS, will not enter into legal agreements of any kind in the name of the group, unless required by a Granting Authority. § 426 of the German Civil Code notwithstanding, the Members agree to be only liable for third-party claims internally according to their share of fault and undertake to indemnify each other from further claims.

### **Free Membership**

Membership in the Interest Group is free of charge until December 31st 2026, thanks to funding from the Granting Authority.

Should the Granting Authority's funding ceases after this date, Membership fees may be introduced.

Any fee introduction will require:

- At least 90 days advance written notice via e-mail to all Members
- Clear specification of fee amounts and payment terms
- Active confirmation of acceptance from Members within 60 days of notification

Members who do not actively confirm acceptance of fee-based Membership within the specified timeframe will be deemed to have declined, and their Membership will terminate automatically without penalty.

## **Members' Obligations**

Each Member agrees to:

- Participate in group activities of the Interest Group or with EXCELLERAT's Project Partners, including meetings, workshops, and collaborative initiatives.
- Share relevant expertise, knowledge, and feedback to contribute to the development of EXCELLERAT's services and projects.
- Comply with all applicable laws and regulations related to data protection, confidentiality, and intellectual property.
- Commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

## **Confidentiality**

Each Member agrees not to provide any confidential information through Membership activities. All information shared by Members will be deemed non-confidential and non-proprietary. HLRS assumes no obligation to maintain the confidentiality of shared information and may use such information without restriction. If a Member wishes to share confidential information with other Interest Group Members or EXCELLERAT's Project Partners, the parties involved must enter into a separate non-disclosure agreement prior to such disclosure. Such confidential exchanges shall occur outside the scope of general Interest Group activities and are not covered by these terms.

## **Data Protection**

Each Member agrees with the following conditions:

- Each Member organization designates individual representatives whose personal contact details (e.g. name, email, role) may be shared with the Project Partners to enable collaboration and communication in line with the objectives of the Interest Group. Any personal data collected in connection with Membership will be processed in accordance with the linked Privacy Policy.
- By joining the Interest Group, Members acknowledge that the personal contact details of their designated representatives may be shared with the Project Partners for the sole purpose of enabling collaboration, networking, and communication in line with the objectives of the Interest Group. HLRS acts as data controller for the initial collection and disclosure of this information to the Project Partners. Once the data has been shared, each recipient Project Partner acts as an independent data controller under the GDPR and is responsible for ensuring lawful, fair, and transparent processing of the data.
- Members commit to ensuring that:
  - their representatives have been duly informed about this processing and, where required, appropriate notices have been provided;
  - the personal contact details received are used exclusively for purposes related to the objectives of the Interest Group and are not disclosed to

third parties or used for unrelated or commercial purposes without a proper legal basis.

- Personal data will be stored and made available to Project Partners only for the duration of their Membership in the Interest Group, unless longer retention is required by law or expressly agreed upon with the data subject.

## **Intellectual Property**

Members are encouraged to share knowledge according to the following conditions:

- Each Member retains full ownership of any intellectual property (IP), including but not limited to ideas, materials, documents, methodologies, and tools, that they bring into the Interest Group.
- Any intellectual property (IP) created or contributed during collaboration within the Interest Group shall remain the property of the respective contributor(s), unless otherwise agreed. No license or transfer of rights between Members and/or Project Partners is granted unless expressly stated in a separate written agreement.
- Collaboratively developed content, materials, or inventions shall be handled separately according to specific terms to be agreed upon in writing by the parties involved prior to any use, publication, or commercialization.
- Each Member shall represent and warrant that any materials, content, or intellectual property it contributes to the Interest Group do not knowingly infringe any third-party rights, including but not limited to copyrights, trademarks, patents, or trade secrets. Each Member agrees to indemnify and hold harmless all other Members of the Interest Group from and against any claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or related to any alleged or actual infringement of third-party intellectual property rights caused by their contributions. This indemnity obligation survives the termination of the Member's participation in the Interest Group.

## **Promotional Campaigns and Communication**

Each Member agrees to the use of its organization's name, logo, and website link for promotional and informational purposes related to the EXCELLERAT Interest Group. This may include the publication of success stories, case studies, and event promotions on EXCELLERAT's website, Service Portal, and social media channels and showcasing the Member organization's contributions and achievements on EXCELLERAT's platforms.

However, any specific publication requires prior email approval from the respective Member before publication.

Members may revoke their consent for promotional use at any time by written notice to [support@excellerat.eu](mailto:support@excellerat.eu). Upon opt-out notification, promotional use will cease and existing materials will be removed within 30 days.

If promotional materials feature a member's specific innovations, methodologies, or intellectual property, HLRS will obtain the Member's prior written consent specifying the scope, agree in writing on attribution and usage terms, and agree to any conditions set by the Member.

Members retain all intellectual property rights in their contributions. Nothing in these Terms and Conditions shall be construed as a transfer or assignment of ownership of such rights.

With respect to promotional materials based on images, information or data provided by the Member, such Member represents and warrants that it owns, or has obtained from the relevant authors/photographers, all intellectual property rights necessary to provide the images and materials to HLRS. The Member hereby grants to the HLRS a worldwide, non-exclusive, royalty-free license to use, reproduce, publish, display, and distribute such images and materials in any media, for the purposes agreed under these Terms and conditions. This license remains in effect until the Member revokes its consent by providing written notice to [support@excellerat.eu](mailto:support@excellerat.eu) after which promotional use will cease and existing materials will be removed within 30 days. This license is limited to promotional activities and does not affect the Member's ownership of the underlying intellectual property. The Member shall indemnify and hold harmless HLRS from and against any and all claims, damages, liabilities, costs, or expenses arising from third-party copyright or intellectual property rights infringements.

If any promotional materials include personal data (as defined under the GDPR) provided by the Member, such Member represents and warrants that it has lawfully collected and processed all personal data, including images and other identifiable information, in full compliance with Regulation (EU) 2016/679 ("GDPR") and any applicable data protection laws. Such Member further represents and warrants that it has obtained all necessary, valid, and informed consents (or has another valid legal basis) from the relevant data subjects, including specific consent for the transfer, disclosure, and publication of such personal data by the HLRS for the agreed purposes. The Member shall indemnify and hold harmless HLRS from and against any and all claims, damages, liabilities, costs, or expenses arising from a breach of this clause.

## Online Content

HLRS will operate digital services within the framework of the Interest Group. HLRS shall decide on the technical operation and, in consultation with the other Members, on the content and provision of the information accessible via the digital service. HLRS acts as a service provider as defined in the German Digital Services Act (Digitale-Dienste-Gesetz). The other Members undertake to make and elaborate content proposals for publication to HLRS. Damages incurred by the HLRS due to the publication of content through digital services created by the other Members shall be compensated by the Member who created the corresponding content.

## Termination of Membership

- **Voluntary Termination:** A Member may terminate Membership at any time by providing written notice to the EXCELLERAT coordination team [support@excellerat.eu](mailto:support@excellerat.eu). Termination shall take effect upon confirmation of receipt or within 30 days thereof. Upon termination, access to Interest Group resources ceases, though certain obligations under these terms survive.
- **Termination for Breach:** Members who materially breach these Terms and conditions will receive written notice via e-mail and will have 30 days to remedy

the situation. If the breach is not remedied within this timeframe, the Member will be removed from the Interest Group. For severe violations, immediate termination may apply.

- **Termination for Inactivity:** Members who fail to participate in Interest Group activities for a continuous period of 6 months may be removed following written notice and 30 days opportunity to re-engage.

## **Amendments to Terms and Conditions**

HLRS may modify these terms and conditions only for important reasons (including legal requirements or substantial changes in circumstances).

Any modifications require:

- At least 30 days advance written notice (including email) specifying the changes and reasons
- Members' right to object within 30 days
- Right to terminate Membership without penalty if Members do not accept changes

Changes become effective only for Members who do not object within the specified timeframe. Objecting Members will terminate their Membership.

## **Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with German law.

Any disputes arising out of or relating to these terms shall be subject to the exclusive jurisdiction of the courts of Stuttgart, Germany.

## **Signature**

By signing up as a Member, the Member confirms and agrees to the following:

### **1. Acceptance of Terms and Conditions**

☐ The Member organization acknowledges that it has read, understood, and agrees to comply with the Terms and Conditions of the EXCELLERAT Interest Group, including but not limited to obligations regarding promotional use, intellectual property, and indemnity. **The individual signing this agreement is duly authorized to act on behalf of the Member organization and has the necessary power of attorney or legal authority to bind the organization to these terms.**

### **2. Privacy**

☐ The Member organization confirms that it has informed its designated representatives and obtained all necessary, valid, and informed consents (or has another valid legal basis) for the processing and sharing of their personal data in connection with Membership in the EXCELLERAT Interest Group, in accordance with the Privacy Policy [link]. The organization acknowledges that it is responsible for ensuring the lawful processing of its representatives' personal data.

## **PRIVACY POLICY**

### **Data Controller Information**

Universität Stuttgart  
Keplerstraße 7  
70174 Stuttgart Germany  
Phone: +49 711 685-0  
Email: [poststelle@uni-stuttgart.de](mailto:poststelle@uni-stuttgart.de)

### **Data Protection Officer:**

Universität Stuttgart Datenschutzbeauftragter  
Geschwister-Scholl-Str. 24b 70174 Stuttgart  
Tel: +49 711 685-83687  
E-Mail: [datenschutzbeauftragter@uni-stuttgart.de](mailto:datenschutzbeauftragter@uni-stuttgart.de)

### **Purpose of data processing**

We hereby inform you that your personal data will be used for the Purpose of allowing your organization to become a Member of the EXCELLERAT Interest Group and to participate in the Interest Group's activities (hereinafter the "Purpose").

### **Categories of Data**

The categories of personal data subject to processing include personal detail (such as name and surname), contact data (such as e-mail addresses and phone number), working affiliation.

### **Storage period**

The data will be retained as long as the Membership to the Interest Group is active. If the Membership is terminated or if a member notifies a change of contact person, the personal data will be deleted within 30 days, unless a longer retention period is required by applicable law.

### **Legal basis**

The legal basis of the processing are:

- Art. 6(1)(b) (Contract performance) of Regulation EU 679/2016 General Data Protection Regulation, where processing is necessary for the performance of the contract. Specifically, the provision of the contact data requested for becoming a Member of the EXCELLERAT Interest Group is mandatory. In the event of failure to provide the data requested, the Membership cannot be activated.
- Art. 6(1)(a) (Consent) of Regulation EU 679/2016 General Data Protection Regulation for activities that are not strictly necessary for becoming a Member but are useful or desired by the Members. In such case your specific consent will be required and it will be possible to withdraw the consent at any time

without affecting the lawfulness of processing based on consent before the withdrawal.

## **Data processing method**

The processing may be carried out on paper or on digital media, manually and/or using electronic or in any case automated tools. Data may also be stored in paper archives.

## **Recipients**

The personal contact details may be shared with the Project Partners for the sole purpose of enabling collaboration, networking, and communication in line with the objectives of the Interest Group. Universität Stuttgart – HLRS - acts as data controller for the initial collection and disclosure of the information to the Interest Group. Once the data has been shared, each recipient Project Partner acts as an independent data controller under the GDPR and is responsible for ensuring lawful, fair, and transparent processing of the data.

## **Rights of data subjects**

Under Regulation EU 679/2016 General Data Protection Regulation, you have the following rights:

- Right of Access (pursuant to Art. 15 GDPR): Information about your stored data
- Right of Rectification (pursuant to Art. 16 GDPR): Correction of incorrect data
- Right of Erasure (pursuant to Art. 17 GDPR): Deletion when data no longer necessary
- Right of Restriction (pursuant to Art. 18 GDPR): Limitation of processing (where one of the conditions indicated in Art. 18, paragraph 1 of the Regulation applies)
- Right to Data Portability (pursuant to Art. 20 GDPR): Receive data in structured format, applies only to processing based on consent (Art. 6(1)(a)) or contract (Art. 6(1)(b)) automatic means
- Rights Related to Automated Decision-Making (Art. 22 GDPR) You have the right not to be subject to decisions based solely on automated processing that produce legal effects or significantly affect you.
- Right to Withdraw Consent (pursuant to Art. 7(3) GDPR): For consent-based processing according to art. 6 lett. a) of GDPR

Contact for data protection matters: [datenschutzbeauftragter@uni-stuttgart.de](mailto:datenschutzbeauftragter@uni-stuttgart.de)

## **Complaints**

You have the right to lodge complaints with the supervisory authority:

Landesbeauftragte für den Datenschutz und die Informationsfreiheit Baden-Württemberg

Lautenschlagerstraße 20, 70173 Stuttgart

Phone: +49 711/615541-0 | E-Mail: [poststelle@lfdi.bwl.de](mailto:poststelle@lfdi.bwl.de)