

**UITP MENA & Africa conference
18 September 2023 – Casablanca
BRT and Clean buses**

SPONSORSHIP PACKAGE - LOCAL HOST DINNER

Price: coverage of the cost of the gala dinner for 200 people

Exclusive Benefits :

- Gala dinner with the branding of the sponsor: logo on invitation cards (provided by UITP), roll up in Gala dinner room and/or other branding material (to be provided by the sponsor)
- Welcome speech during dinner alongside UITP officials (President MENA UITP and President UITP Africa)
- Logo featured on the list of participants
- 5 additional invitees to attend the dinner
- Speech to close the conference during the closing session
- Logo featured on AV display between the sessions
- 2 VIP seatings in front row

Premium benefits:

- A company representative at the officials' welcome coffee
- Logo on lanyards
- Logo featured on delegated bags
- Logo on Flags with event branding on the lunch tables during the conference day
- Roll up in the coffee break area
- Flyers and gifts distributed to members of the MENA working group and MENA and Africa executive boards during the meetings on September 19 (to be provided by sponsors)

In addition to the highlighted logos on:

- the final program back cover
- the notebooks back cover
- the back drop
- 1min promotional video at the beginning, during the opening ceremony, alongside the logos of local hosts (national and local authorities)

Other Branding Opportunities:

- Desk Space onsite to meet with collaborators and promote products/services in Foyer area.
- List of delegates supplied a few weeks ahead of the event
- Flyers and gifts inserted in the delegate bags (to be provided by sponsors)

Online Logo Presence:

- Logo on the UITP event online web page
- Logo on the UITP event online post on social media

Only one sponsor is accepted for this package, upon receipt of the signed and stamped sponsorship form

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SPONSORSHIP PACKAGE PREMIUM

Member: 4500€/Non-Member 5000€

Premium Benefits :

- A company representative at the officials' welcome coffee
- 1 VIP seating in front row
- Logo on lanyards
- Logo featured on delegated bags
- Logo on Flags with event branding on the lunch tables during the conference day
- Roll up in the coffee break area
- Flyers and gifts distributed to members of the MENA working group and MENA and Africa executive boards during the meetings on September 19 (to be provided by sponsors)

In addition to the highlighted logos on:

- the final program back cover
- the notebooks back cover
- the back drop
- 1min promotional video at the beginning, during the opening ceremony, alongside the logos of local hosts (national and local authorities)

Other Branding Opportunities:

- Desk Space onsite to meet with collaborators and promote products/services in Foyer area.
- List of delegates supplied a few weeks ahead of the event
- Flyers and gifts inserted in the delegate bags (to be provided by sponsors)

Online Logo Presence:

- Logo on the UITP event online web page
- Logo on the UITP event online post on social media

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SPONSORSHIP PACKAGE GOLD

Member: 3000€/Non-Member 3500€

Benefits :

- Desk Space onsite to meet with collaborators and promote products/services in Foyer area
- List of delegates supplied a few weeks ahead of the event
- Flyers and gifts inserted in the delegate bags (to be provided by sponsors)
- Logo on backside of badge
- Logo on the final program back cover
- Logo on the notebooks back cover
- Logo on the back drop
- Logo on the promotional video (1min) at the beginning, during the opening ceremony

Online Logo Presence:

- Logo on the UITP event online web page
- Logo on the UITP event online post on social media

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SPONSORSHIP PACKAGE SUPPORTING

Member: 2500€/Non-Member 3000€

Branding opportunities :

- Roll Up Banner in Foyer area (banner to be provided by sponsor)
- 1 flyer inserted in the delegate bags (flyer to be provided by sponsor)
- Logo on the final program back cover
- Logo on the notebooks back cover
- Logo on the back drop
- Logo on the promotional video (1min) at the beginning, during the opening ceremony

Online Logo Presence:

- Logo on the UITP event online web page
- Logo on the UITP event online post on social media

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Sponsorship Booking Form

Please complete and return the form to UITP Attention: Ms. Dounia GOURRAM – dounia.gourram@uitp.org

I / We would like to book a sponsorship at the UITP AFRICA – MIDDLE EAST conference in CASABLANCA, on 18 September 2023.

Company / Organization _____

Name _____

Title _____

Full address _____

Telephone _____ Fax _____

E-mail _____

Contact person for follow up:

Name _____

E-mail _____

Telephone _____

Sponsor Packages	Price Member	Price Non Member
<input type="checkbox"/> Local host dinner	Coverage of gala dinner costs directly with the service provider (with UITP approval)	
<input type="checkbox"/> Premium Sponsor	Euro 4500.00	Euro 5000.00
<input type="checkbox"/> Gold sponsor	Euro 3000.00	Euro 3500.00
<input type="checkbox"/> Package Supporting	Euro 2500.00	Euro 3000.00

We agree to pay the total sponsorship rate within 30 days of invoice. ¹

We accept the regulations as stipulated in the sponsor Package and agree to observe and be bound by them. ²

Signature

Date

Company Stamp

¹ Direct transfer payments should be made to UITP, Account number: 210-0117353-35 held with BNP PARIBAS / FORTIS, Montagne du Parc 3, B-1000 BRUXELLES, BELGIQUE. IBAN CODE: BE57 2100 1173 5335. BIC CODE: GEBA BE BB. Sender's bank charges are at the expense of the Partner.

² This application is legally binding on the Partner pending its acceptance in writing by the Organizer.

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General Terms and Conditions (1/6)

UITP and the Sponsor are hereinafter jointly referred to as the "Parties" and individually as "Party".

ON THE PREMISES THAT:

- UITP is the International Association of Public Transport systems, authorities and supplying industry with worldwide recognition, a long tradition as well as comprehensive know how.
- The Sponsor is interested in participating in the Event (as defined in Article 2.1. of this Application) with the intent of promoting products or services provided by the same.
- Event: UITP MENA & Africa conference
18 September 2023 – Casablanca

ARTICLE 1: SUBJECT OF THIS APPLICATION AND ENTIRE APPLICATION

- 1.1. This Application sets forward the general provisions under which the Sponsor shall sponsor UITP during the Event organized by UITP. The details of the undertakings of each Party are set out in Article 4 of the general terms and conditions.
- 1.2. The general terms and conditions constitute the entire application and supersede and extinguish all previous and contemporaneous negotiations, drafts, applications, arrangements and understandings between them, whether written or oral, relating to this subject matter (hereinafter: "Application").

- 1.3. Parts of this Application may be cancelled and/or amended by written common application between the Parties without prejudice to the rest of this Application.
- 1.4. The Parties shall use their efforts and energy as may be required for the satisfactory performance of their undertakings under this Application, in accordance with the requests of the other Party and the agreed upon undertakings description.

ARTICLE 2: DEFINITIONS

- 2.1. The following terms, when used in this Application, shall have the following meaning:
 - i. "Event" means the event as described in the general terms and conditions.
 - ii. "Authorized representative" means a person that is authorized in writing by a Party to act for, in the name of and on behalf of that Party for a specific purpose.

- iii. "Force Majeure Event" means any event outside the reasonable control of either Party affecting its liability to perform any of its obligations under this Application, including but not limited to acts of nature like natural catastrophes, fire, flood or lightning, war, revolution, acts of terrorism, global health issue (pandemic), riots or civil commotion, whether of the affected Party's own employees or other, failure of supplies of power, fuel, transport, equipment, raw material or other goods or services.

ARTICLE 3: INTERPRETATION

- 3.1. Unless the context otherwise requires or admits, references in this Application to:
 - i. "month, monthly, year and yearly" and any other reference in time shall be construed by reference to the Gregorian calendar;
 - ii. "Articles, paragraphs, Annexes and schedules" shall be references to Articles, paragraphs, Annexes and schedules to this Application and shall include all amendments and addenda to the same;
 - iii. The singular includes the plural and vice versa;
 - iv. Headings and titles in this Application are used for ease of reference only and shall not affect the interpretation of this Application;

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- v. The words "herein, hereinafter and hereunder" and other words of similar import refer to the Application as a whole and not to any particular Article, sub-Article, paragraph, subparagraph, or other subdivision or schedule.
- vi. All accounting terms not otherwise defined have the meanings assigned to them in accordance with generally accepted accounting principles applied on a basis consistent with prior years.

ARTICLE 4: UNDERTAKINGS OF THE PARTIES AND BENEFITS FOR THE Sponsor

- 4.1. This Application is a contract under which each Party has obligations towards the other Party.
- 4.2. The undertakings of UITP and benefits for the Sponsor arising from this Application and from the chosen type of sponsorship are set out in the list of sponsorship benefits.
- 4.3. Unless expressly agreed in writing, none of the methods of sponsorship and services offered to the Sponsor and described in this Application are exclusively reserved for the Sponsor. UITP reserves the right to sell or assign the same methods of sponsorship and the same services as described in this Application to other natural persons and/or legal entities without prior notification to the Sponsor.

ARTICLE 5: FINANCIAL CONSIDERATION

- 5.1. As sponsor of the Event, the Sponsor shall pay the financial contribution set out in the list of Sponsorship benefits to UITP before the start of the Event. This financial contribution constitutes the total fee for all the sponsorship opportunities referred to in this Application (hereinafter: "Financial Consideration").
- 5.2. UITP will establish an invoice for the total Financial Consideration. The Sponsor undertakes to pay the total Financial Consideration to UITP upon receipt of the corresponding invoice. In all cases, the Financial Consideration is required to be paid no later than 30 calendar days after the invoice issuing date.
- 5.3. The Sponsor shall pay the Financial Consideration via bank transfer to the bank account number specified in the invoice.
- 5.4. The payment should be made stating the number of the invoice as reference. Bank charges, such as transaction fees or administrative fees, are at the expense of the Sponsor.

- 5.5. If the Sponsorship Application is signed less than 30 days prior to the Event starting date, the Sponsor shall carry out the payment of the Financial Contribution without delay and send a proof of payment (copy of bank transfer) to UITP proving the payment was properly settled. The communication of this proof of payment is required prior to the Event starting date.
- 5.6. If the Financial Contribution has not been paid prior to the Event starting date (or if the proof of payment has not been provided prior to the Event starting date), the Sponsor shall not benefit from the advantages agreed upon in this Application.
- 5.7. The general terms and conditions contain the contact details of the person from UITP and from the Sponsor for payment follow-up.

ARTICLE 6: ENTRY INTO FORCE AND DURATION

This Application shall be binding and enter into force from the Signing Date and time. This Application is specifically concluded for the duration of the Event (hereinafter: "Term"). It will take an end after the Event, provided that all the obligations under this Application have been executed by each Party. UITP can cancel the event or postpone it at any time. This will not give Sponsors any right to claim cost of their travel, accommodation, production and other related services.

For the sponsorship fee paid to UITP, if the event is cancelled by UITP, UITP will refund the sponsorship fee to the Sponsor. If the event is postponed, UITP will inform the Sponsor of the proposed new dates and within 14 days from the announcement of the new

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dates, the Sponsor needs to inform UITP in case they don't wish to continue for the announced new date, and in that case, the Sponsor's sponsorship fee will be refunded in full. If the Sponsor does not respond back to UITP within the 14 [days](#) timeframe, this means they have accepted the new dates. If the event is substituted by a virtual event, the Sponsor has 14 days to inform UITP whether they would like to continue with the sponsorship or not. If the Sponsor does not wish to continue with the sponsorship of the virtual event, UITP will refund their sponsorship fee in full. If the Sponsor decides to continue with the sponsorship of the virtual event, only the basic visibility fee (5000€) will be charged to the Sponsor.

ARTICLE 7: DOCUMENTATION

- 7.1. The agreed promotional documentation and/or material to be displayed by the Sponsor during the Event shall be sent by the Sponsor to UITP or to the venue of the Event when required.
- 7.2. UITP shall not be held responsible for any loss or deterioration of material arrived at the Event venue earlier or later than the agreed period for delivery.

ARTICLE 8: CONFIDENTIALITY

- 8.1. Each Party shall keep secret and confidential the financial aspects of this Application, as well as all information, including financial information, documents and applications relating to the business, customers, trade secrets, processes or methods of or used by the other Party, that has been disclosed or obtained as a result of the relationship of the Parties under this Application or which they otherwise became aware of in the course of this Application (hereinafter: "Confidential Information"). Any disclosure of Confidential Information made to any employee, consultant, sub-~~contractor~~ or agent shall be subjected to obligations equivalent to those set out in this Application.
- 8.2. The Sponsor shall coordinate with UITP Communication team before communicating or publishing any information, drawings or photographs concerning the Event.
- 8.3. The obligations of confidentiality shall not extend to the Parties' supervisory bodies, nor to requirements under applicable laws, by order of court or governmental body or authority.
- 8.4. This obligation of confidentiality shall not apply to Confidential Information which is or has become publicly available through actions that are not imputable to the Party bound by the confidentiality obligation or when disclosed with the written consent of the other Party.

8.5. Each Party shall immediately notify the other Party upon learning of any unauthorized use or disclosure of Confidential Information.

8.6. In case of termination of this Application all originals and all copies of any Confidential Information, data, specifications, reports, papers, articles, memoranda or any other kind of record or document obtained from one Party by the other Party for obligations performed in connection with this Application shall be returned to the other Party upon its demand upon termination of this Application.

ARTICLE 9: INTELLECTUAL PROPERTY, BRANDING & CORPORATE IDENTITY

9.1. It is understood by both parties that UITP is the sole owner of the branding of the Event. The Sponsor is not allowed to use any of UITP logos related to the Event without prior written consent from UITP.

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9.2. The Sponsor grants UITP the non-exclusive right to use the branding and trademarks of the Sponsor, including the Sponsor's logos, and ~~any and all~~ presentations, videos, music or other materials provided by the Sponsor to UITP, in accordance with the Application, throughout the Term of this Application and for the purposes related to the performance of this Application.

9.3. The Sponsor declares that it is the exclusive owner of the branding trademarks and that it has concluded binding applications with the (original) rightsholders for the use of all presentations, videos, ~~music~~ or other materials provided by the Sponsor to UITP.

The Sponsor explicitly warrants that all presentations, videos, ~~music~~ or other materials provided by the Sponsor to UITP for use during the Event have not been created in violation of any third parties' rights. The Sponsor further warrants that they will take no action which is intended, or could reasonably be expected, to harm UITP or its reputation.

ARTICLE 10: TERMINATION

- 10.1. If at any time the Sponsor considers not to pursue the sponsorship provided for in this Application, it shall immediately notify UITP of its cancellation in writing (by email or registered mail).
- 10.2. If the Event or part of the Event is cancelled by the mutual decision of the Parties, no compensation will be granted to either Party. Each Party will be entirely and solely responsible for engagements made towards third parties.

10.3. Either Party may terminate this Application by serving termination written notice to the other Party if the other Party is in substantial or repeated material breach of its obligations under this Application and fails to remedy such breach within 30 (thirty) calendar days of the receipt of the written notice requiring it to do so. If UITP is in material breach of this Application and the Sponsor decides to exercise its right of termination in this clause 10.3, the sponsor shall have a right to receive a full refund of all sponsorship fees paid by the Sponsor for the Event

10.4. In case one of the Parties would end its activities, would become insolvent or the object of seizures or other similar measures, would ask for a liquidation or bankruptcy or would be declared bankrupt or in liquidation, the other Party will have the right to terminate this Application immediately and unilaterally by registered letter or email with acknowledgment of receipt. This termination is possible without previous judicial authorization, without having to pay any compensation and without prejudice to all its other rights and remedies under any applicable law. Furthermore, in the case of any termination by the Sponsor in accordance with the clause 10.4, the Sponsor shall have a right to receive a full refund of all sponsorship fees paid by the Sponsor for the Event

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10.5. Any termination of this Application shall be without prejudice to the acquired rights of the Parties on the date of such termination, and to the survival of all provisions of this Application expressed to survive after such termination.

ARTICLE 11: FORCE MAJEURE

11.1. If performance of this Application or any of the obligations contained herein by one of the Parties is prevented, restricted or interfered with by a Force Majeure Event, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected will make its Best Efforts to avoid or remove such causes of non-performance, or at least to limit them or their consequences.

11.2. UITP reserves the right to change the date of the Event, change its schedules, decrease or extend its duration if a Force Majeure Event justifies such action. In such exceptional cases, the Sponsor has no right to request the cancellation of the Application and ask for compensation whatsoever.

ARTICLE 12: SUB-CONTRACTING & ASSIGNMENT

12.1. The Sponsor may subcontract, assign or delegate any or all of its obligations, duties or commitments under this Application to any other entity or person with the prior written consent of UITP, which UITP may withhold at its sole discretion.

12.2. UITP may subcontract, assign or delegate any or all of its obligations, duties or commitments under this Application to any other entity or person with the prior written consent of the Sponsor, which the Sponsor may withhold at its sole discretion.

ARTICLE 13: LIABILITY

13.1. UITP shall indemnify, defend and hold the Sponsor harmless the other Party to this Application from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including without limitation, interest, penalties and reasonable attorney's fees and costs, that the Sponsor may incur or suffer and that arise, result from, or are related to any breach or failure of the Sponsor to perform any of the obligations, representations and undertakings contained in this Application.

13.2. A Party shall only be liable towards the other Party for damages in direct connection with its serious fault or negligence, or the serious fault or negligence of its employees, agents and representatives.

13.3. The Parties confirm that they are duly insured for the conduct of their respective business. At the request of one of the Parties the other Party shall submit the proof of its insurance policy.

ARTICLE 14: ELECTION OF DOMICILE AND NOTICE

14.1. For the execution of this Application, the Sponsor elect as domiciles the addresses set forth in the general terms and conditions.

14.2. The Sponsor shall notify UITP promptly and in writing of any change of domicile.

ARTICLE 16: SEVERABILITY

15.1. Should one or more clauses of this Application be nullified or become invalid, this will not imply nullification or invalidity of the other clauses of this Application, nor will it affect the validity of this Application as a whole, unless the invalid provisions are of such essential importance to this Application that it is to be reasonably assumed that the Parties would not have entered into this Application without the invalid provisions.

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15.2. Should the validity or opposability of one or more clauses be challenged, the Parties will collaborate on its replacement by a clause with equivalent legal and economic effect and whose validity or opposability cannot be challenged.

ARTICLE 16: GENERAL PROVISIONS

16.1. The Parties agree that they will in no case and at no time commit the other Party as an entity, its members, affiliates or personnel in any formal, legal and/or financial way without prior written consent of a designated and authorized representative of that Party.

ARTICLE 17: APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. This Application shall be governed by and interpreted in accordance with the laws of the Belgium. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Application and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Belgium.

ARTICLE 18: Data Processing

18.1. The Parties agree that there shall be no data processing of personal data pursuant to this Application.