



2022 Energy High Performance Computing Conference

Exhibit A: Terms & Conditions for Sponsors

1. Definitions

'Sponsor' includes any person, firm or company, corporation, institution, association or committee to whom space is allocated. 'Conference' refers to the Energy HPC Conference. 'Venue' refers to the location where the Conference is being held.

2. Applications

Applications for Sponsorship at the Conference should be made on the official online booking form. Spaces are allocated on a strictly 'first-come, first-served' basis.

3. Payments

An invoice will be issued upon receipt of the booking form and payment should be made in accordance with the payment terms. If the Conference is within 30 days of the sponsorship package being booked, full payment will be required with the booking.

4. Cancellations

Sponsors wishing to cancel a booking must do so via email to the Ken Kennedy Institute (kenkenedy@rice.edu). Receipt of such cancellation will be confirmed by return email. The Ken Kennedy Institute incurs considerable costs prior to the Conference including marketing, promotion, and administration expenses, so the following charges for cancellations will apply: a) 50% of total cost if cancelled between 6 and 8 weeks prior to the Conference; b) The full cost of the booking is payable for cancellations within 6 weeks of the Conference.

5. Shared Stands (Co-Sponsoring)

An exhibitor may co-sponsor with another company; however, the exhibitor must provide one company contact for the Ken Kennedy Institute to communicate with. Additionally, the company must also provide one logo to be used to the Ken Kennedy Institute.

6. Registration of Staff

Staff from Sponsors who wish to attend the Conference must register as full Conference delegates using the coupon code that will be provided. Each sponsor is given a certain number of coupon codes (determined by your registration level). Sponsor is responsible for distributing and managing coupon codes. If your staff do not register using the coupon code before the Conference and all coupon codes have been used, they will be required to pay the on-site registration fee. No exceptions will be made.

7. Sponsor Provided Materials

Sponsors must provide the Ken Kennedy Institute with all materials for publication and print by the indicated deadlines. Materials must be provided at a minimum resolution of 300 DPI at 100% in either JPEG (preferred for website) or EPS (preferred for print) formats (alternative acceptable format is AI). Sponsor grants to the Ken Kennedy Institute a non-exclusive, royalty-free, nontransferable, worldwide right and license, throughout the term of this Agreement: (i) to reproduce and use the Sponsor logos for signage, website usage and other marketing activities and (ii) to resize the logos, as appropriate for use in the signage, website usage, and other marketing activities. Sponsor represents and warrants to the Ken Kennedy Institute that Sponsor is the sole and exclusive owner of the logos and that Sponsor has the right to grant the permission for use as set forth herein. Sponsor will indemnify and hold Rice University harmless from and against any third-party claim arising out of or related to the use or reproduction of the logo as permitted herein.

8. Insurance

Exhibitors and sponsors are responsible for arranging appropriate insurance coverage in connection with their attendance at the Conference, including prevention, postponement, or abandonment. The Ken Kennedy Institute/Rice University will not be liable for any loss, liability or damage to personal property.



9. Alterations & Disclaimer

The Ken Kennedy Institute reserves the right to make alterations to the Conference program, venue, and timings at any time. The Ken Kennedy Institute will make every effort to secure a high level of attendance to the Conference; however, no guarantee of attendance numbers can be given and no discounts or refunds are available if attendee numbers do not reach the projected levels.

10. Cancellation of the Conference

If, for any reason, the Conference is postponed, abandoned, or altered in any way in whole or in part, or if the Ken Kennedy Institute finds it necessary to change the dates of the Conference, the Ken Kennedy Institute/Rice University shall not be liable for any expenditure, damage, or loss incurred by the Sponsor. In the unlikely event of the Conference being cancelled by the Ken Kennedy Institute, Sponsor waives any and all claims for damages and agrees that the sole liability of the Ken Kennedy Institute/Rice University shall be to return Sponsor's sponsorship fee, less Sponsor's pro rata share of all costs and expenses incurred and committed by the Ken Kennedy Institute/Rice University. If by re-arrangement or postponement of the period of the Conference, or any other reasonable manner, the Conference can take place, the contract between the Ken Kennedy Institute and the Sponsors shall remain in force.

11. Information and Copyright

Information supplied by the Ken Kennedy Institute in relation to the Conference or any conferences is accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation. Any inaccuracy, mistakes or omission in such information shall not entitle the Sponsor to cancel its sponsorship contract. All Conference materials, including, but not limited to, all information, data, photos, videos, slides, and papers, are the property of the Ken Kennedy Institute/Rice University and shall not be posted or disseminated by Sponsor for any purpose. Lists and information relating to participants may only be used in relation to the Sponsor's presence at the Conference.

12. Websites & Links

The Conference and associated the Ken Kennedy Institute websites may link to other websites and networking tools, provided for the convenience of the users. The contents of these websites are maintained by their owners, for which the Ken Kennedy Institute takes no responsibility; neither can responsibility be taken for contents of any website linking to this website.

13. Conference Services

The Conference facilities and certain Conference services are being provided by the Venue. The Ken Kennedy Institute is not responsible for the actions or inactions of the Venue or any of its employees, agents, or contractors.

14. Amendment of Site Plan

Every effort is made to preserve the published layout of the Conference area and exhibitions. Should it be necessary to revise the layout for any purpose, the Ken Kennedy Institute reserves the right to transfer a Sponsor to an alternative suitable site without liability.

15. Standard Building Services

Standard exhibition sites are outlined in the Sponsor Information Package. Electrical supplies will be provided where possible, but is not guaranteed. Sponsors must abide by the set-up and breakdown times as stated. Sponsor tables/stands should be manned during all refreshment breaks and events scheduled in the Exhibition area. Under no circumstances can a table/stand be broken down until after the close of the Conference.

16. Protection of Premises

Sponsors must comply with any reasonable instructions given by any authority regarding fire precautions and safety. All decorations, displays and exhibits, together with incidental fittings, must conform fully to the regulations and requirements of local authorities, and must be non-flammable or treated for fire prevention by an approved method. Sponsor shall leave any exhibition space it uses in the same condition as it was when Sponsor entered the premises and shall not cause or permit others to cause any damage or disruption to the exhibition space or the Venue. Sponsor shall be fully responsible to pay for any and all damages to the Venue that results from any act or omission of Sponsor.



17. Governing Law; Jurisdiction and Venue

These Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to these Terms and Conditions.

If you have any questions about these Terms & Conditions, please contact Michelle Atkinson at michelle.atkinson@rice.edu.

This agreement is entered between the Ken Kennedy Institute and the Sponsor. Sponsor agrees to participate as a sponsor as defined in Exhibit A.

Angela Wilkins

November 1, 2021

Ken Kennedy Institute Authorized Signature

Date