



**n u l l - T h e O p e n S e c u r i t y
C o m m u n i t y**

Partnership Agreement

Between

null – The Open Security Community

and

<Event Partner>

Effective as of DD/MM/YYYY



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PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT effective as of the ____day of ____, 20__

BETWEEN

null – The Open Security Community hereinafter “X” OF THE FIRST PART,

- and –

<Event/Channel Partner> hereinafter “Y” OF THE SECOND PART.

WHEREAS X and Y entered the Partnership (as defined herein) effective as of <month>, <year> on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Partners (as defined herein) as follows:



INTRODUCTION

DEFINITIONS

In this agreement (as defined herein), unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

- a) “Agreement”, “this Agreement”, “hereto”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof, and include any and every instrument supplemental or ancillary to or in implement hereof;
- b) “Business” means any business or businesses carried on by the Partnership as may be deemed by the Partners to be in the best interest of the Partnership and any other general business activities related or incidental thereto.
- c) “Effective Date” means **DD MM YYYY**;
- d) “Fiscal Year” means **April 1 to March 31**;
- e) “Partner” means any one of X or Y or any other partner admitted pursuant to the provisions of this agreement, “Partners” means all of them, and the “Partnership” means the partnership established by this agreement; and
- f) “Person” means any individual, firm, corporation, partnership, joint venture, trustee or trust, government, or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.
- g) Event means <Event Name> described in the this agreement;
- h) Organizer or Event Organizer means <null and name of partner> or its permitted assignees.
- i) Organizer Branding means such branding as may be provided by the Event Organizer to the Partner for use by the Partner in connection with the Event.
- j) Partnership Agreement means the agreement to be completed and signed by the Partner in order to become the Event Partner.
- k) Partner Branding means such branding as may be provided by the Partner to the Event Organizer in connection with the Event.
- l) Venue means the venue at which the Event is held, as set out on the Partnership Agreement or otherwise notified by the Event Organizer to the Partner in writing

NUMBER AND GENDER

Words importing the singular include the plural and vice versa and words importing gender include all genders.



FORMATION OF PARTNERSHIP

ESTABLISHMENT

The Partners hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other Partners, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

TERM

Subject to the provisions of this agreement, the partnership shall commence as of the Effective Date and shall continue for a term ending on the earlier of:

- a) the date on which the partnership is voluntarily dissolved by unanimous agreement of the Partners; or
- b) the date on which the Partnership is dissolved by operation of law.

PLACE OF BUSINESS

The place of business of the partnership shall be at such place or places as the Partners shall from time to time hereafter determine.



DETERMINATION OF PARTNERSHIP

EFFECTIVE DATE

Notwithstanding the actual date of execution hereof, this agreement shall be effective as of and from the Effective Date.

ENTIRE AGREEMENT

This agreement embodies the entire and final agreement of the Partners regarding the partnership and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.

AMENDMENTS

No amendment, alteration, change, qualification or modification of this agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this agreement.

CONFIDENTIALITY

Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature (“Confidential Information”) except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

- a) Which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or
- b) Which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- c) Which the receiving party is required to disclose by law or applicable regulatory authority.
- d) In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorized person has become aware of Confidential Information, or that an unauthorized disclosure of Confidential Information has been made.
- e) The provisions of this Clause shall continue in force notwithstanding termination or expiry of this Agreement.



GENERAL TERMS & CONDITIONS OF PARTNERSHIP

The list of deliverables will be discussed and decided between the event organizers and local chapter management team and the agreed deliverable and details about association to be formalized and shared with Partners.

NULL COMMUNITY AND CONFERENCE ASSOCIATION

CHAPTER LEVEL ASSOCIATION

Chapter level associations can happen with any local security event happening within or nearby the chapter's geographical location -

- a) association can happen with any security event or initiative that seems to be inline with null's mission and vision
- b) deliverable to be discussed and decided between the event organizers and local chapter management team
- c) The agreed deliverable and details about association to be shared on the null moderators list
- d) For chapter level associations only chapter specific logo can be used for promotion, etc.

NULL LEVEL ASSOCIATIONS

null as a community should also be open for associations with various security conferences and other security initiatives.

- a) we should be open for association with any national/global/regional event or initiative that is inline with our mission
- b) discussion around deliverables need to happen at the null moderators list.
- c) final decision to be taken by the founders/co-founders/core team at null.



DELIVERABLES

The suggested deliverables for community partner will be as follows:

NULL DELIVERABLES

- Announce conference on null mailing list and twitter (<Partner> will provide null community with a 15% discount)
- Announce <Partner> as community supporter on social media platforms (Facebook, Twitter, etc.)
- Social media announcements by chapters and announcements during meetups

PARTNER DELIVERABLES

- 2 Free Passes to be given away to null members (to be chosen by null Team)
- null logo on conference website under the Community Partner Category.
- null Logo on stage backdrop under the Community Partner Category.
- Announce null logo as the Community Partner through various social media (Twitter/FB/LinkedIn)
- Discount (15%) to null members for conference registrations.
- Two standees to be placed at the conference area about null Community
- Appreciation note for the null volunteers at the end of the conference (to be managed by null)

IN WITNESS WHEREOF the parties hereto have duly executed this Event Partnership Agreement this ____ day of <month>, to be effective as of the Effective Date in accordance with different section of this Agreement.

On behalf of null – The Open Security Community:

On behalf of the Sponsor:

Name:

Name:

Email:

Email:

Date:

Date:

Signature:

Signature:

Please sign above and return this form to Security null – The Open Security Community(<EMAIL>). Thank you for sponsoring and supporting the null – The Open Security Community