

General Terms and Conditions for Speaker of Technical Sessions at the KERntechnik conference

1. General

For the Contract on the speaking engagement at the Expert Conference KERntechnik" (hereinafter "KERntechnik"), the following provisions of the "Call for Papers" and General Terms and Conditions (hereinafter "Terms and Conditions") shall apply. The organizers of KERntechnik are Kerntechnik Deutschland e.V. (KerND), Berliner Strasse 88A, 13467 Berlin, Germany and Kerntechnische Gesellschaft e.V. (KTG), Berliner Strasse 88A, 13467 Berlin, Germany and INFORUM Verlags- und Verwaltungsgesellschaft mbH, represented by the General Manager Dr. Thomas Behringer, Berliner Strasse 88A, 13467 Berlin, Germany (hereinafter "INFORUM") as the Performing Company. Only INFORUM is the contract partner of the Speaker and is authorized to represent KERntechnik in all legal transactions, claims and demands related to KERntechnik.

2. Legal nature of the Performance of the Speaker

The Speaker will perform his work in the course of his own business as an independent entrepreneur or as a freelancer. In no event will a contract of employment between INFORUM and the Speaker be constituted.

3. Rights and Obligations of the Speaker

The Speaker will draft his work based on the specifications of the "Call for Papers", taking into account the latest standards of technology and legislation. If the Speaker refers to an existing work, he warrants that this work is free from any rights or claims of third parties. The Speaker shall hold INFORUM free of any and all claims of third parties and has to obtain the immediate removal of the right of use of that existing work at the Speaker's own expense.

An independent jury, called the "Peer Review Committee", composed of experts on nuclear power and nuclear technology and related fields, will select appropriate works from all the specifications of the "Call for Papers". The selection criteria are to be based primarily on the quality, currency and relevance of the work in relation to the issues of KERntechnik. The selected work must be presented by the Speaker at KERntechnik. For this purpose, it is necessary that the Speaker has registered as a participant for KERntechnik. The Speaker will receive a discount of 25 % from the respective Registration Fee for KERntechnik. Further claims, in particular separate compensation and/or reimbursement of travel costs are not permitted. A claim by the Speaker against INFORUM for required equipment to present his work is not permitted.

4. Rights and Obligations of INFORUM

The "Peer Review Committee" is authorized on behalf of INFORUM to reduce, change, adjust or reject the submitted works. If the submitted work does not correspond with the selection criteria for the "Call for Papers", INFORUM is authorized to refuse the work. Furthermore INFORUM is authorized to make conceptual modifications to the work in the implementation of KERntechnik.

INFORUM is authorized to publish the best work (so called "Best Paper") in the journal "atw – International Journal for Nuclear Power" (hereinafter "atw").

INFORUM is authorized to cancel KERntechnik because of economic or legal reasons. INFORUM has to inform the Speaker in case of any cancellation of KERntechnik immediately. In that circumstance, INFORUM is obliged to refund the already paid Registration Fee to the Speaker. The Speaker may not claim damages from INFORUM for cancellation of KERntechnik.

5. Rights of Use

The Speaker transfers to INFORUM the right of use on all content of his speaking engagement for KERntechnik in all known media (for example print media, internet, CD-Rom etc.). The Speaker especially agrees to the publication of his work in the Proceedings and in the journal "atw". INFORUM is obliged, in case of publishing the work, to name the Speaker by his first name and surname. The Speaker agrees to this author attribution. The Speaker has no claim to the publication of his work. The Speaker warrants he is authorized to use all materials utilized by him, including photos, drafts etc. If INFORUM discovers that some works violate any applicable law, INFORUM is authorized to refuse the publication of the Speaker's work any time. The Speaker indemnifies INFORUM from any rights of a third party accrued as a result of the infringement of this obligation, including any legal costs.

6. Prevention of the Speaker from performing work

If the Speaker cannot perform his work in time (for example because of illness or similar), he may not claim for reduced participation in KERntechnik. In such circumstances, the Speaker has to inform INFORUM immediately and has to appoint an appropriate representative for the presentation of his work. INFORUM is allowed to refuse the representative at his own discretion.

7. Privacy

INFORUM collects speaker's data during the performance of KERntechnik. When doing so, INFORUM complies in particular with the provisions of the General Data Protection Regulation (GDPR). Unless it has the speaker's consent, INFORUM will not collect, process or use the speaker's standard and utilization data unless this is necessary for the performance of KERntechnik, for programme announcements, for the utilization and settlement. In particular, INFORUM will not use the data for purposes of market or opinion research without the speaker's consent. The customer has the opportunity to obtain information regarding the data concerning him/her that have been stored (by sending an email to INFORUM at info@kernd.com; enter "Personal Data" in the subject line).

Additional information is available in the INFORUM [Privacy Statement](#) found at www.KerND.de.

8. Warranty/Liability

Basically, the liability of INFORUM is excluded. Thereof excepted are claims for damages of the Speaker from injury to life, body or health, or any breach of an essential obligation (cardinal obligation) as well as liability for any other damages based on an intentional or grossly negligent breach of duty of the party, its legal representative or its agents. In the case of a breach of essential contractual obligation INFORUM is only liable for the damage foreseeable and typically occurring, if based on ordinary negligence, unless it advances from claims for damages of the Speaker from injury to life, body or health. The liability under the Product Liability Act shall remain unaffected. INFORUM takes no guarantees.

As far as the liability of INFORUM is excluded or limited, this will also apply for the personal liability of its employees, representatives and agents.

9. Final Provisions

Agreements between the Speaker and INFORUM are subject to the law of the Federal Republic of Germany.

Provided that the Speaker is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction and place of fulfilment is the registered office of INFORUM.

Should any of the above provisions of the Agreement be in full or in part invalid or the Agreement contains a gap, the validity of the remaining provisions or parts of the provisions shall remain unaffected. The invalid provision shall be replaced according to statutory regulation.

Stand: 01.02.2022