



Hotel Working Group Charter Beyond Plastic Med

The purpose of this Charter (hereinafter referred to as "the Charter") is to set out the rules relating to confidentiality, communication, intellectual property rights, ethics, compliance with competition law and the commitments of companies participating in the working group created within the framework of the Beyond Plastic Med Business Club¹.

Beyond Plastic Med (hereinafter referred to as "BeMed") is an association co-founded in 2019 by the Prince Albert II of Monaco Foundation, the Tara Ocean Foundation, Surfrider Europe and MAVA (hereinafter referred to as "Founders" in the Charter). The International Union for Conservation of Nature (IUCN) has joined the association as an "Active Member" of BeMed.

The Working Group brings together hotels and organisations that are actively committed to reducing the use of single-use plastics in hotels. Its purpose is to support these establishments as **"Members"**.

The confidentiality and communication restrictions specified below are intended to protect the sensitive data of the Working Group members. It is understood that all feedback/solutions tested within the framework of the Working Group will, at the end of the Working Group and in accordance with the rules detailed below, be published publicly in order to encourage their replication.

Article 1 – Confidentiality

- 1.1. Each Member undertakes to respect the confidentiality of information communicated within the Working Group, in any form whatsoever and by any means whatsoever, as well as any information not in the public domain that they may become aware of in the context of the Charter. This information and related documents must, both during their term of office and for five years following the loss of this status, be kept in a secure location and not be published, communicated, used or disclosed without the prior written consent of the BeMed Board of Directors.
- 1.2. Each Member undertakes to ensure that confidentiality is respected by their employees or any other person who has become aware of such information.
- 1.3. Each Member also undertakes not to distribute the documents provided to them for review. Only finalised documents intended for external use may be distributed in accordance with the conditions set out in the Charter (Article 2).
- 1.4. All confidential information, regardless of its form or medium, transmitted within the Working Group shall remain the property of the party that disclosed it and must be returned to that party immediately upon request.

¹ The Business Club brings together companies from the plastics value chain, scientific experts on plastics issues and leading NGOs in ocean protection to implement concrete solutions and accelerate the prevention of plastic pollution in the Mediterranean. It is composed of three working groups: one creating dialogue between scientists, businesses and NGOs, a second focused on retail, and a third focused on the hotel industry.



Article 2 – Communication and publicity

2.1. Each Member undertakes to:

- Cooperate in good faith and implement a joint communication and media strategy in the areas covered by the Working Group;
- Mention the Beyond Plastic Med association in public communications reporting on joint action carried out within the framework of the Working Group;
- Submit to the BeMed secretariat, for approval and final authorisation, any document or material concerning the BeMed association and/or the Working Group that features the BeMed name and/or logo;
- Use the BeMed name and logo exclusively in documents and communication materials expressly approved by the BeMed secretariat;
- Only associate their logo with the individual logos of the various Founders or Members of BeMed with the prior and express authorisation of the organisation/institution concerned;
- In their communications, Members shall ensure that they specify that the hotel working group is an initiative of the BeMed Business Club.
 - o The following standard sentence should be used: “As part of the Business Club's activities, the hotel working group brings together tourism stakeholders committed to transforming their practices and taking concrete action against plastic pollution in the Mediterranean.”

2.2. BeMed may withdraw the right to use its name and logo without notice in the event of non-compliance with the above conditions or violation of its image, reputation, or that of its members or H.S.H. Prince Albert II of Monaco.

2.3. Widespread communication about the Working Group will be postponed until the first concrete results have been achieved during its first year of operation.

2.4. Use of the BeMed logo

The logo must appear as follows:



Logo BeMed filaire



Logo BeMed couleur



There is no maximum size restriction, but the minimum size for use is 25 mm. The logo may not be changed in colour, must be legible and must appear in its entirety.

- 2.5. If the Member has obtained the consent of the Founders to communicate and disseminate the scientific deliverables (as mentioned in Article 1), their dissemination must mention the names of the scientists who participated in the production of these deliverables.
- 2.6 Members undertake to keep the participation of each Member in the Project strictly confidential until the Member concerned has disclosed their participation to the public.

Article 3 – Intellectual property rights

- 3.1. With the exception of deliverables that are the exclusive property of a third party (Founder, member of the Scientific Committee, etc.), the deliverables and results that may be produced within the Working Group are the intellectual and commercial property of BeMed.

Each Member acknowledges that, by virtue of their participation in the Working Group, they do not acquire any property rights whatsoever over patents, patent applications, know-how, company names, logos, models, trademarks, advertising materials, or any other property rights belonging to another Member.

Each Member acknowledges that it is prohibited, in all countries, without the prior written consent of the Member concerned, from using for any reason whatsoever and in any manner whatsoever (including as a reference or for its own advertising or for communication about the Working Group) the intellectual property rights and, in particular, the company names, trademarks, logos, designs, visual codes, advertising materials and product representations of the Member concerned.

- 3.2. Any Member wishing to disclose any of the Group's internal deliverables or results to a third party must first obtain the consent of the BeMed secretariat.

This obligation does not apply to external deliverables publicly disclosed by BeMed on its website, nor to documents for which BeMed has explicitly granted permission to share.

Article 4 – Ethics

- 4.1. Each Member shall take all necessary precautions to prevent any risk of conflict of interest and shall immediately inform the BeMed secretariat of any situation that constitutes or is likely to lead to a conflict of interest.
- 4.2. A conflict of interest arises when the impartial and objective exercise of the aforementioned responsibilities, missions and actions is compromised for reasons of family, emotional ties, political, national or religious affinity, economic or social interest, or any other reason of shared interests with another person or entity.

4.3. Each Member undertakes to prevent any risk of harm and is liable for any damage caused, directly or indirectly, by them, their service providers or employees to the reputation and/or image of:

- BeMed or its Working Group,
- H.S.H. Prince Albert II of Monaco.

BeMed reserves the right to claim damages in such cases.

4.4. Each Member undertakes to adhere to high standards of ethics and integrity, in particular by ensuring that its staff, service providers and partners do not engage in practices of corruption, fraud, coercion, money laundering or terrorist financing.

Article 5 - Compliance with competition law

5.1. Members acknowledge that all activities carried out under this Charter must be conducted in full compliance with EU competition law, in particular, but not exclusively, Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU), international and Community regulations and any applicable laws relating to its activities, as well as the rules specific to BeMed resulting from its Statutes and Internal Regulations.

Rules relating to the holding of meetings within the Working Group shall be established and complied with by the Members. The agenda shall be communicated in advance in writing, and the minutes of the meetings shall be communicated to the participating Members together with all the slides used during the meeting. Participating Members may comment on the minutes, which will then be amended and communicated again to all participating Members.

If at any time it appears that this Charter, any of its provisions or any activity or decision of the Members may have a potentially restrictive effect on open and fair competition, in violation of a legal provision, each Member shall take immediate action to remedy the situation by leaving the meeting and having this noted in the minutes.

5.2. Each Member undertakes not to create the conditions for an agreement or collusion in violation of competition law, based on legal advice. It shall ensure that it obtains appropriate legal advice regarding the applicable laws of the countries in which it operates.

5.3. Each Member undertakes not to disclose, exchange or discuss commercially sensitive information originating from the Working Group, i.e. any information relating to a company, the disclosure of which could influence the behaviour of competitors. This includes, in particular, information relating to sales or purchase prices, whether actual prices charged, pricing elements and pricing policy, but also information relating to costs, discounts, promotional and commercial conditions, margins, volumes, commercial strategy, or any other sensitive information of a similar nature, confidential information about a customer, supplier or competitor, distribution of customers or markets (whether by geographical location, customer type or sector, particularly products).



5.4. Each Member undertakes not to discuss this type of information "*off the record*" on the telephone or during informal meetings (cafés, hotels, restaurants) with other Members. It is understood that even passive participation is sufficient to constitute collusion.

It is reminded that when sending messages to members (i.e. emails, letters, notes, voicemail), it is necessary to communicate with caution.

Article 6 – Formalisation of the commitment of member hotels

Each Member undertakes to:

- Read and sign the Charter;
- Allocate the human resources necessary to invest the time required to participate in the Working Group, namely: between 8 and 12 sessions over fifteen (15) months and to implement the approach within the establishment;

[Signature]

[Date]