

Hotel working group charter BeMed Business Club

The purpose of this charter (hereinafter referred to as “the Charter”) is to provide a framework for the rules relating to confidentiality, communication, intellectual property rights, ethics and commitments of the organisations (“the Organisations”) that are part of the BeMed Business Club Hotel Working Group (“Working Group”).

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 Océan Foundation, Surfrider Europe Foundation and MAVA Foundation (hereinafter referred to as the “Founders” in the Charter). The International Union of Conservation of Nature (IUCN) has joined the association as an “Active Member” of BeMed.

The club (‘the Club’) refers to all the companies and NGOs that are members of BeMed, as well as the members of its scientific committee. Its purpose is to bring together companies in the plastics value chain to implement concrete solutions and accelerate the prevention of plastic pollution in the Mediterranean.

The Working Group brings together hotels and organizations that are actively committed to reducing the use of single-use plastic within hotels. Its purpose is to support these establishments in implementing the methodology and to promote the sharing of experiences and best practices.

The confidentiality and communication constraints specified below are designed to protect the sensitive data of 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 compliance with the rules detailed below, be published publicly in order to encourage replication.

Article 1 - Confidentiality

- 1.1. Each Organisation 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 of which they may become aware within the framework of the Charter. Such information and related documents must be kept in a safe place and not be published, communicated, used or disclosed without the prior written consent of the BeMed Secretariat.
- 1.2. Each Organisation undertakes to ensure that its employees, or any person whatsoever, who comes into possession of such information will respect confidentiality.
- 1.3. Each Organisation also undertakes not to distribute documents submitted to them for review. Only finalised documents for external use may be distributed in accordance with the conditions set out in the Charter (article 2).
- 1.4. All confidential information, in whatever form or on whatever medium, transmitted within the Working Group, shall remain the property of the party which disclosed it and shall be returned to it immediately on request.



Article 2 - Communication and advertising

2.2. Each Organisation undertakes to:

- cooperate in good faith and establish a joint communication and media strategy in the areas covered by the Working Group;
- cite the Beyond Plastic Med association in public communications reporting on a joint action carried out within the framework of the Working Group;
- submit to the BeMed Secretariat, for approval and printing, all documents and media concerning the BeMed association and/or the Working Group that include 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 who are active members, corporate members or members of the BeMed Scientific Committee, subject to the prior and express authorisation of the organisation/institution concerned.

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

2.3. Use of the BeMed logo

The logo must appear as follows:



Logo BeMed filaire



Logo BeMed couleur

There is no maximum size limit, but the minimum size is 25 mm. The logo may not be changed colour, it must be legible and appear in full.

2.4. If the Organisation has obtained the Founders' consent 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.

- 2.5. The Organisations undertake to keep the participation of each Organisation in the project strictly confidential until such time as the Organisation concerned has disclosed its 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.), deliverables and results that may be produced within the Working Group are the intellectual and commercial property of BeMed.

Each Organization acknowledges that, by virtue of its participation in the Working Group, it does not acquire any ownership rights whatsoever in patents, patent applications, know-how, company names, logos, models, trademarks, advertising material or any other ownership rights belonging to another Organization.

Each Organisation acknowledges that it is prohibited, in any country, without the prior written agreement of the Organisation concerned, from using for any reason whatsoever and in any manner whatsoever (including for reference or for its own publicity or for communication about the Working Group), the intellectual property rights and in particular, its corporate names, trademarks, logos, models, visual codes, publicity materials, representations of products of the Organisation concerned, etc.

- 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 Organisation shall take all necessary precautions to prevent any risk of conflict of interest and shall inform the BeMed Secretariat without delay of any situation constituting or likely to lead to a conflict of interest.

- 4.2. There is a conflict of interests when the impartial and objective exercise of the responsibilities, missions and actions mentioned above is compromised for reasons of family, affection, political, national or religious affinity, economic or social interest, or for any other reason of community of interests with another person or entity.

- 4.3. Each Organisation undertakes to prevent any risk of nuisance and is responsible for any damage caused, directly or indirectly, by itself, its service providers or employees, to the reputation and/or image of:
 - BeMed or its Club,
 - H.S.H. Prince Albert II of Monaco.

BeMed reserves the right to claim damages in such cases.

- 4.4. Each Organisation undertakes to adhere to high standards of ethics and probity, in particular by ensuring that its staff, service providers and partners do not engage in corruption, fraud, coercion, money laundering or the financing of terrorism.

Article 5 - Formalising the Organisations' commitment

Each Organisation undertakes to:

- Read and sign the Charter;
- Allocate the human resources needed to invest the time required to participate in the Working Group, i.e. between 8 and 12 sessions meetings over one (1) year.
- Support one or more hotels in implementing the method, either within the Working Group (supporting a hotel in the group during the training period) or after the training.

[Date]

[Signature]