

MEMORANDUM OF UNDERSTANDING BETWEEN JBCE AND ITS MEMBERS

Memorandum of Understanding (MoU) between:

JBCE (Japan Business Council in Europe a.i.s.b.l.), A

and

JBCE's affiliated organisations (member companies or associations), B

Nature and Purpose of the MoU

This MoU is established in accordance with Article 6 b. (v) of JBCE's Articles of Association (AoA) to clarify the obligations and responsibilities already set forth in the AoA. This MoU does not create new contractual obligations but serves to provide clarity on existing provisions under the AoA. Each member is bound by the AoA during the duration of its membership.

Annual Reminder for Information Purposes Only

For information purposes only, JBCE will attach a copy of this MoU to the annual membership fee invoice sent to all members in April. This practice aims to serve as a reminder, to ensure that each member organisation is familiar with the contents of this MoU. The attachment of the signed MoU copy will not create new obligations, constitute a claim, or serve as a formal notice.

(non-commercial use)

1. As a member of JBCE, B will be given access to data, reports and information provided by JBCE as an association directly to its members either in written or in oral form (e.g. during JBCE meetings) for their internal use.
2. It is understood that B should, under no circumstances, directly share the data, reports and information received through JBCE for commercial advantage or monetary compensation.

(Information handling of confidential information)

3. B shall not disclose or provide confidential information obtained in the course of its membership and concerning A's activities without the prior written consent of A.
4. In this MoU, "Confidential Information" shall mean information relating to A's business and to A's members that B has obtained as part of its membership of A, and which A clearly designates as confidential and discloses to B as such.
5. Information falling under any of the following items shall not be understood as "Confidential Information":
 - (a) Information already in the public domain prior to the disclosure.
 - (b) Information that became public knowledge after A disclosed it to B.
 - (c) Information which B can prove was already in his possession before A disclosed it.
 - (d) Information that was legally disclosed to B by a duly authorised third party without any obligation of confidentiality.



Date: (DD) _____ / (MM) _____ / (YY) _____

Japan Business Council in Europe a.i.s.b.l.	Name of the Member Company:
Secretary General	Name, title of representative:
Signature:	Signature: