

# Data, AI and Robotics AISBL - BYLAWS

## « Data, AI and Robotics (DAIRO) », international non-profit association (AISBL)

### SECTION I: PURPOSE AND DEFINITIONS

#### 1. PURPOSE OF BYLAWS

These Bylaws of **Data, AI and Robotics** (DAIRO) (the 'Association') are adopted by the Board of Directors to implement the provisions of the Statutes and to specify operational details of the Association in accordance with Article 21 of the Statutes. In case of discrepancies with the Statutes, the Statutes shall prevail.

#### 2. DEFINITIONS

Terms with a capital letter in the Bylaws below have the meaning set out in the Statutes unless stipulated otherwise in these Bylaws.

### SECTION II: MEMBERSHIP

#### 3. REPRESENTATION OF MEMBERS

**3.1** According to Article 6.2 of the Statutes, all organisations that want to become a member of the association, have to apply for membership using the Membership Application Form as attached as Annex I.

**3.2** Any member shall indicate in the Membership Application Form at least: the details of the organisation applying for membership; the main contact point of the member organisation; and the authorised representative(s) of the member organisation. A minimum requirement to become a member is to fill in the fields of the application form that are marked as mandatory. The Association is entitled to assume that this mandatory information remains valid as long as the member has not provided updated information in writing to the Secretary-General. It is the responsibility of each member to deliver timely written notification of any changes in the mandatory information to the Secretary-General.

**3.3** The Secretary-General shall maintain an up-to-date register of members and their representatives/contact points and the information set out in Article 3.1 above, reflecting the various categories and organisational types of members as set out in Article 5.1.2 of the Statutes.

**3.4** The representative of a member whose membership is terminated ceases to be a member of the General Assembly at the moment the member's membership ceases. Any office held by that representative becomes vacant thereby.

#### 4. FINANCIAL CONTRIBUTIONS

**4.1** Membership fees will cover the running costs of the Association, including those of the Secretary-General and the Association's Office.

**4.2** All Members shall pay full membership fees within sixty (60) calendar days from the receipt of the invoice issued every year by the Association. The amount of the membership fees will be determined by the Board of Directors as stated in Article 8.3 the Statutes.

**4.3** The membership fees will be determined by the Board of Directors.

The Board of Directors must respect the different types of members and organisational natures, including:

- Full (full membership fee)
  - o SME as per EU definition, including start-ups
  - o Large Industry (non RDI Industry-SME),
  - o Academic and Research,
  - o Associations (including national and industrial initiatives on AI, Data and Robotics)
  - o Public bodies, whether or not legal entities (e.g Regions)
  - o Others (including investors, venture capital, etc)
- Strategic (Strategic member membership fee)
  - Not-for-profit organisations having members itself whose main objectives are of essential value for the Association
- Associate (ie Associate Member Fees) (membership fee can be equal to zero)
  - All organisational types

**4.4** As a guiding principle the Full membership fees of SMEs and Academics should be no more than 15% of the Full membership fees for large organisations.

**4.5** The amount of membership fees for an applicant joining the Association during the financial year is the following:

(a) If a new member joins the Association during the first half of the financial year, the Association shall be entitled to claim payment for the entire annual financial contribution.

(b) If a new member joins the association during the second half of the financial year, the Association shall be entitled to claim payment for the half of the entire annual financial contribution.

## SECTION III: ORGANISATION OF THE ASSOCIATION

### 5. TASK FORCES

#### 5.1 GENERAL

**5.1.1** The Task Forces of the Association (together the “**Activity Group**”) are the main centres of activity within the Association. They shall always be involved in the preparation of the strategic research agendas and other relevant works issued by the Association, as well as in their final endorsement before their approval by the Board of Directors. Task Forces may focus on sector-specific or cross disciplinary issues, related to AI, Data and/or Robotics. Each member of the Association is expected to contribute actively to at least one Task Force, by designating its experts as members of the relevant Task Force. The operational details of the functioning of the Task Forces are further detailed in the following.

**5.1.2** Task Forces are established or dismissed by the Board of Directors. In particular, the Board of Directors shall, in its decision of establishment of a new Task Force, define or approve the activities of such Task Force and assign or approve its tasks and deliverables, which may thereafter be adapted, as the case may be, with the Task Force chair.

**5.1.3** Task Forces shall make decisions on:

- the topics of its work, within the mandate approved by the Board of Directors.
- public outreach and public relations (of the Task Force)
- joint publications (of the Task Force).

## **5.2 COMPOSITION OF THE TASK FORCES**

### **5.2.1 Task Force chair**

**5.2.1.1** Upon the establishment of a Task Force, the Board of Director shall appoint a Task Force chair out of representatives of Full and Strategic Members for a renewable period of two (2) years. The Board of Directors is entitled to appoint co-chairs.

**5.2.1.2** The Task Force chair will represent the Task Force towards the Board of Directors and report regularly and upon request to the Board of Directors about the activities of his/her Task Force.

**5.2.1.3** The Board of Directors may release a Task Force chair from his/her position upon his/her written request and initiate a re-election.

**5.2.1.4** The Task Force chair shall not be entitled to act or to make legally binding declarations on behalf of the Association or any other member of the Task Force.

### **5.2.2 Members of the Task Force**

**5.2.2.1** Task Forces are composed of members of the Association.

**5.2.2.2** None of the Task Force members shall be remunerated for their mandate unless the Board of Directors decides otherwise.

**5.2.2.3** Members of the Task Forces shall regularly attend the meetings of the Task Forces.

- shall participate in a cooperative manner in any Task Force meeting

**5.2.2.4** No member of the Task Force is entitled to represent or act on behalf the Association.

## **5.3 REPRESENTATION OF THE TASK FORCES**

The Task Force shall be validly represented towards third parties by the Task Force chair, acting within the scope of its mandate granted by the Board of Directors.

## **5.4 THE TASK FORCE “etami”**

### **5.4.1 General**

**5.4.1.1** The Board of Directors has established a Task Force with the name “**etami**”, with primary goal to explore the potential of a standardisation and a certification process in relation to Ethical and Trustworthy Artificial and Machine Intelligence and to develop and support a reference quality standard process, with respect to AI.

**5.4.1.2** The etami Task Force shall make decisions on any measures relating to the violation of the etami Task Force provisions and/or the consequences of this violation of a member of the etami Task Force. These decisions shall be shared with the Board of Directors of the Association for validation and adoption.

**5.4.1.3** If any provision under this Article 5.4 conflicts with any other provision of the Article 5 of the Bylaws, this Article 5.4. shall have priority.

## **5.4.2 Governance of the etami Task Force**

### **5.4.2.1 General**

**5.4.2.1.1** The etami Task Force is governed by a steering committee (the “**etami Steering Committee**”), presided by the etami Task Force chair. The etami Steering Committee shall consist of one representative of the etami Task Force Members. Each member of the etami Steering Committee shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters in accordance with Article 5.4.2.3.

**5.4.2.1.2** The etami Steering Committee shall decide on the topics to work and shall request a mandate to the Board of Directors to execute such work programme in full alignment with art. 5.1.2. This mandate shall be annually reviewed and approved by the Board of Directors.

**5.4.2.1.3** The etami Task Force shall establish its own network of collaborations and associated activities, leveraging and contributing to develop the overall ecosystem of collaborations of the Association.

**5.4.2.1.4** The etami Task Force shall create its own website and decide on the content thereof. The etami website shall have the official imprint of the Association.

### **5.4.2.2 The etami Task Force chair**

The etami Task Force chair shall be responsible for

- the day-to-day management of the etami Task Force;
- monitoring compliance of the members of the etami Task Force with their obligations;
- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- submit any decision of the etami Steering Committee to the Board of Directors; and
- transmitting promptly documents and information connected with the etami Task Force.

### **5.4.2.3 The etami Steering Committee**

**5.4.2.3.1** The etami Steering Committee consists of one named representative of each member of the etami Task Force. That representative may name a substitute in writing to the Task Force chair before the meeting.

**5.4.2.3.2** The etami Task Force chair shall convene ordinary meetings of the etami Steering Committee at least four (4) times a year and shall also convene extraordinary meetings at any time upon written request of any member of the etami Steering Committee.

**5.4.2.3.3** The etami Task Force chair shall give notice in writing of a meeting to each member of the etami Steering Committee as soon as possible and no later than seven (7) calendar days before a meeting and provide an agenda.

**5.4.2.3.4** Any agenda item requiring a decision by the etami Steering Committee must be identified as such on the agenda. Any member of the etami Steering Committee may add an item to the original agenda by written notification to all of the other members of the etami Steering Committee no later than two (2) calendar days preceding the meeting.

**5.4.2.3.5** Provided that at least half (1/2) of the members of the etami Steering Committee with a vote are present, the members present or represented can agree with a two third (2/3) majority to add a new item to the original agenda during a meeting of the etami Steering Committee.

**5.4.2.3.6** Meetings of the etami Steering Committee will as a norm be attended by teleconference or other telecommunication means, if that is technically possible without impeding the purpose and the content of the meeting.

**5.4.2.3.7** The etami Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with Article 5.4.2.3.8 and *sq.*

**5.4.2.3.8** The following quorum and voting rules apply to the etami Steering Committee:

- each member of the etami Steering Committee shall have one vote;
- members of the etami Steering Committee that violate these bylaws are not entitled to vote; and
- decisions shall be taken by a majority of two-thirds (2/3) of the votes unless indicated otherwise.

**5.4.2.3.9** The members of the etami Steering Committee have the following veto rights:

- when the decision is foreseen on the original agenda, a member of the etami Steering Committee may veto such a decision during the meeting only;
- when a decision has been taken on a new item added to the agenda before or during the meeting, a member of the etami Steering Committee may veto such decision during the meeting or within fifteen (15) days after the draft minutes of the meeting are sent. If the veto is made after the meeting, it shall be in writing and sent to the etami Task Force chair;
- in case of exercise of veto, the member of the etami Steering Committee shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all members of the etami Steering Committee. If the matter cannot be resolved, a veto shall result in the respective proposal being dismissed; and
- a member of the etami Steering Committee may not veto decisions relating to its violation of these bylaws and/or the consequences of the violation.

**5.4.2.3.10** Any decision may also be taken without a meeting if the etami Task Force chair circulates to all members of the etami Steering Committee a written draft resolution which is then signed by the defined majority of members of the etami Steering Committee. The period for casting a vote should be at least two weeks after the circulation of the written draft resolution.

**5.4.2.3.11** The following rules apply to the minutes of the etami Steering Committee:

- the etami Task Force chair shall produce written minutes of each meeting which shall be the formal record of all decisions taken;
- the etami Task Force chair shall send draft minutes to all members of the etami Steering Committee within ten (10) calendar days of the meeting;
- the minutes shall be considered as accepted, if, within fifteen (15) calendar days from receiving them, no member of the etami Steering Committee has objected in writing to the etami Task Force chair with respect to the accuracy of the draft of the minutes;
- the etami Task Force chair shall safeguard the accepted minutes and distribute them to all of the members of the etami Steering Committee.
- if requested, the etami Task Force chair shall provide authenticated duplicates to the members of the etami Steering Committee.
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### **5.4.3 The etami Members**

**5.4.3.1** Each Member of the etami Task Force shall also be a member of the Association

**5.4.3.2** Each Member of the etami Task Force shall sign a written declaration:

- acknowledging and accepting the content of the Statutes and Bylaws of the Association explicitly acknowledging and accepting the specific provisions of the etami Task Force, and,
- designating an official representative to be part of the etami Steering Committee.

**5.4.3.3** Each Member of the etami Task Force shall comply with the following obligations at all times:

- Each Member shall plan to be present or represented at any relevant meeting of the etami Task Force;

- Each Member of the etami Task Force shall participate in a cooperative manner in any etami Task Force meeting; and
- Each member of the etami Task Force shall inform the etami Steering Committee about the progress of their work and the results. Each member of the etami Task Force is free to decide which of its information or other contributions are to be provided.

**5.4.3.4** The members of the Task Forces shall abide all decisions of the etami Steering Committee that are taken in compliance with these Bylaws. This does not prevent the members of the etami Task Force from submitting a dispute for resolution.

**5.4.3.5** The etami Steering Committee shall decide upon admission and exclusion of members of the etami Task Force in consultation with the Board of Directors of the Association. If the etami Steering Committee rejects an application for membership of the etami Task Force, the etami Steering Committee shall inform the Board of Directors of the Association thereof immediately and shall motivate its rejection profoundly.

**5.4.3.6** Each member of the etami Task Force has the right to withdraw from the etami Task Force with a notice period of three (3) months. Such notice shall be sent to the etami Task Force chair.

#### **5.4.4 Intellectual Property Rights**

**5.4.4.1** For the purpose of the etami Task Force, intellectual property rights (hereinafter referred to as "IPR") include all technical and non-technical intellectual property rights (including copyrights), including any intellectual property right that may exist according to the applicable legislation, including but not limited to patents, designs, trademarks, copyrights, know-how and trade secrets.

**5.4.4.2** "Background IPR" means all information or technical / scientific knowledge, or any other type of information, including but not limited to know-how, trade secrets, prototypes, data, software, files, formulas, or designs, in any form, protectable by IPR or not, and including all the rights thereto developed by each of the Partners before the start or of during their participation in the etami Task Force, if developed independently from etami. Where needed for the performance of the etami Task Force, collaborating Partners shall set up bi- or multilateral agreements for the use of Background IPR.

**5.4.4.3** Ownership and exploitation of Results:

(a) Results shall mean all information or technical / scientific knowledge, or any other type of information, including but not limited to know-how, trade secrets, prototypes, data, software, files, formulas, or designs, in any form, protected by IPR or not, and including all the rights thereto, or protectable by IPR or not, developed by one or several Task Force members in the performance of the etami Task Force. The Results shall be owned by and will remain the sole property of the Member which developed them.

(b) Except if stated otherwise in these bylaws, the Results developed jointly by two or more the Members shall be owned jointly by the respective Members in proportion to their contribution in the development and in doubt in equal shares. The Members who jointly own Results will agree on the protection, exploitation, and defence of their jointly owned Results as well as the attribution of the related costs in a separate agreement.

(c) The Members hereby grants a free of charge, worldwide, non-exclusive right of use (license) to their Results for the duration and purpose of the etami Task Force and to the extent necessary for the work within etami. The license shall comprise each etami Member and its Affiliates as well as approved Subcontractors that perform tasks as part of etami.

(d) Unless otherwise agreed, any license for the use of the Member's Results outside the etami Task Force shall be granted by the owners of the Results on fair and reasonable market conditions laid down in a separate written agreement.

#### **5.4.5 Confidentiality**

**5.4.5.1** The etami Task Force follows article 10 of these bylaws for everything related to Confidential information that one Member receives from another Member of the etami Task Force.

**5.4.5.2** The etami Task Force extends the scope of Confidential Information defined in article 10 to specific information generated or managed by the etami Task Force and marked as “Confidential Information to the etami Task Force” by the etami Task Force Steering Committee. For the application of this Article, “Confidential Information to the etami Task Force” means information, analyses, compilations, studies, documents, know-how, industrial information, technical information and data, customer and supplier names and information, customer lists, trade secrets, business processes, methodologies, tools, financial data, statistical information, personnel and other business data and any commercially valuable information in whatever form or other material relating to the etami Task Force that the etami Steering Committee decides to mark as Confidential provided that “Confidential Information to the etami Task Force” shall not include information or material described in article 10.3 of these bylaws.

**5.4.5.3** The etami Steering Committee shall decide on the information that is considered “Confidential Information to the etami Task Force” or “Confidential Information” and mark it accordingly. As a general rule, the etami Steering Committee shall limit to the minimum necessary the information marked as “Confidential information to the etami Task Force”.

**5.4.5.4** The information marked as “Confidential to the etami Task Force” shall be made available only to members of the etami Task Force. The information marked as “Confidential information” shall be made available to the members of the Association.

**5.4.5.5** The etami Chair shall regularly report to the BDVA Board of Directors on the amount and nature of information that is generated or shared as “Confidential Information to the etami Task Force” without the need to disclose any specific content.

**5.4.5.6** Each Member of the etami Task Force shall keep confidential any and all “Confidential Information to the etami Task Force” and shall not disclose the Confidential Information in whole or in part to any other person, without the Association’s prior written consent.

**5.4.5.7** The Board of Directors and the etami Steering Committee shall procure that the association personnel shall sign a similar confidentiality clause.

**5.4.5.8** These obligations remain applicable for a period of five (5) years from the date that the information has been disclosed.

#### **5.4.6 Publications of the etami Task Force**

**5.4.6.1** The dissemination of results of findings of the etami Task Force by one or several members of the etami Task Force, including but not limited to publications and presentations, shall be subject to prior notice of any planned publication to the etami Steering Committee at least fourteen (14) calendar days before the publication.

**5.4.6.2** Any objection to the planned publication shall be made in writing to the etami Task Force chair within seven (7) calendar days after receipt of the notice. An objection is justified if it contains a precise request for necessary modifications, and:

- the protection of the objecting etami Task Force member’s results or intellectual property rights would be adversely affected; or
- the objecting etami Task Force member’s legitimate interests in relation to the results or intellectual property rights would be significantly harmed.

If no objection is made within the time limit stated above, the publication is permitted.

**5.4.6.3** The objecting etami Task Force member can request a publication delay of not more than thirty (30) calendar days from the time it raises such an objection. After thirty (30) calendar days the publication is permitted.

**5.4.6.4** If an objection has been raised the involved etami Task Force members shall discuss how to overcome the justified grounds for the objection on a timely basis. The objecting etami Task Force member shall not unreasonably continue the objection if appropriate measures are taken following the discussion.

## 6. SECRETARIAT

6.1 The secretariat of the Association may be created by the Board of Directors to execute some day-to-day tasks of the Association and to support the Board of Directors and the Secretary-General in their tasks.

6.2 The budget for the Association office, including but not limited to the secretariat, is decided by the Board of Directors in line with the budget of the Association.

6.3 The expenditures of the secretariat shall be reported to, and overseen by, the Board of Directors. Reports and all other relevant information may be requested by the Board of Directors at any time from the Secretary-General.

6.4 The secretariat operates under the authority of the Secretary-General and may be dismissed and replaced by the Board of Directors upon proposal of the Secretary-General.

## 7. SECRETARY-GENERAL

7.1 The Secretary-General is appointed and dismissed by the Board of Directors and cannot be a member of the Board of Directors. Until a Secretary-General is appointed, the Board of Directors shall carry out the duties of the Secretary-General as set forth in this Article 7.

7.2 The Secretary-General is responsible for the day-to-day administrative management of the Association.

7.3 The Secretary-General operates in accordance with the general guidelines he/she receives from the Board of Directors. The Secretary General shall cooperate with the Treasurer pursuant to Article 16 of the Statutes.

7.4 Duties of the Secretary-General include but are not limited to the following tasks:

- a) representing the Association on occasions agreed with the Board of Directors and in coordination with the President of the Association;
- b) acting as internal and external contact point;
- c) collecting and distributing information internally and externally;
- d) preparing, coordinating and following-up the meetings of the Board of Directors and the General Assembly in coordination with the President;
- e) conducting and coordinating publications of the Association;
- f) conducting and coordinating public relations;
- g) maintaining the Association's website;
- h) promoting the Association, in particular the Strategic Research Agenda including its annexes and future updates;
- i) organising meetings and events;
- k) keeping in touch and cooperating with related Associations and European technology platforms;
- l) managing all matters related to membership and administration of the Association;
- m) collecting and administering the membership fees (together with the Treasurer);



- n) creating annually or upon request activity reports;
- o) preparing a draft annual budget of the Association and a draft of the financial reports and Association's accounts to be revised by the Treasurer and then submitted to the Board of Directors for approval;
- p) management of relations with Task Forces;
- q) management of the personnel, including personnel administration, and entering into employment agreements.

7.5 The Secretary-General shall have the right to attend the meetings of all bodies and groups of the Association without voting rights.

7.6 The Secretary-General shall carry out his/her duties with strict impartiality.

7.7 All information pertaining to the Association is confidential and the Secretary-General shall keep such information confidential when performing his/her duties.

7.8 The expenditures of the Secretary-General will be reported to, and overseen by, the Board of Directors.

## 8. ASSOCIATION PRESIDENT

8.1 Following the suggestions of the Board of Directors, the General Assembly elects a President, and Vice-Presidents for a renewable period of two (2) years in accordance with Articles 15 of the Statutes.

8.2 In case the General Assembly does not approve the President proposed by the Board of Directors, the Board of Directors shall propose other candidates.

8.3 The President is not allowed to carry out neither the function of Secretary-General nor the function of Treasurer.

## 9. DELEGATION OF POWERS

The following is a further elaboration of the provisions of Article 17 of the Statutes.

Contractual agreements between the Association and third parties (including members and any entity affiliated to members) shall only be made and approved as follows:

### (a) Generic rules

- Any of the following functions can approve expenses and approve/execute contracts below euro five thousand (5,000): the Secretary-General or the Treasurer;
- The Secretary-General and the Treasurer together can jointly approve expenses and approve/execute contracts from euro five thousand (5,000) to euro ten thousand (10,000);
- Expenses of euro ten thousand (10,000) and above can only be approved by the Board of Directors. Contracts of euro ten thousand (10,000) and more can only be signed by the chairman of the Board of Directors acting jointly with one other member of the Board of Directors. If the chairman of the Board of Directors is not available, another member of the Board of Directors may co- sign.

### (b) Specific rules for labour contracts

- Signing of the labour contracts for staff provided that such recruitment is foreseen in the approved budget of the Association: the Secretary-General acting alone

- Signing of the labour contract of the Secretary-General and other members of the management, if any, provided such engagements are approved by the Board of Directors: the chairman of the Board of Directors acting jointly with another member of the Board of Directors;
- Complying with all formalities regarding employment of the staff: the Secretary-General acting alone

## SECTION IV: CONFIDENTIALITY

### 10. CONFIDENTIALITY

10.1 All Members agree that the cooperation in the Association in general does not require the exchange of confidential information. Therefore in principle, no confidential information will be exchanged in the framework of the operations of the Association and its governance bodies. Insofar the exchange of confidential information is nevertheless deemed necessary in the future the following shall apply:

(a) Confidential Information shall be defined as all information (1) which one member receives from another Member and which has been marked as confidential ("Confidential Information") or (2) if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within thirty (30) days after disclosure.

(b) All members are bound to apply for the security of Confidential Information of the Association and its members at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care). They agree, that all information, data and documents disclosed by the members to each other in connection with the Association or developed for the purposes of the Association, and marked as confidential, shall not be used other than for the purpose of the Association; and shall not be disclosed to any third party except its employees who have a need to know, and employees of any legal entity that it Controls, Controls it, or with which it is under common Control, who have a need to know (Control means to own or control, directly or indirectly, over 50% of voting shares), without the prior written consent of the other members, except if required to do so by law or by an order of any court of competent jurisdiction.

10.2 The disclosing member may propose before a meeting of the Association that all partners attending the meeting may decide as agenda item 1 that this meeting shall be regarded as confidential. In this case first minutes marked as confidential ("Confidential Minutes") shall be written notifying all Confidential Information exchanged or created during the meeting. These Confidential Minutes will only be sent to the member representatives present at the respective meeting. Within thirty (30) days of publication of the Confidential Minutes, each member present at the respective meeting shall have the chance to add and inform the other present members in written form about such additional information it wants to be regarded as Confidential Information. Additionally, in this specific case all members will receive only after the period mentioned in the sentence before a second version of the Minutes with all the issues discussed at the meeting and not containing any Confidential Information.

Provided that the receiving member and its employees do not disclose Residual Information (as defined below) and, without implying or granting any license under any patent and copyright of the disclosing Member and its employees, the receiving member and its employees shall not be in breach of their obligations under this Article 10 in the event of any unintentional use, of any idea, concept, know-how

or technique contained in the disclosing Member's Confidential Information unintentionally retained in the unaided memories of any employee of the receiving member and its employees who has had legitimate access to the Confidential Information ("Residual Information").

10.3 The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving member as of the date of its disclosure by the disclosing member; (b) is in the public domain or generally distributed or made available to others, through no fault of the receiving member; (c) lawfully becomes known or available to the receiving member from third parties; or (d) is required by law to be disclosed by the receiving member; provided that the receiving member promptly notifies the other member and takes reasonable steps to limit such disclosure permissible under law; or (e) is independently developed by any employee or agent of the receiving member who has not had access to and/or been informed of the information in question.

10.4 These obligations remain applicable for a period of five (5) years from the date of disclosure.

## SECTION V: LANGUAGE

### 11. LANGUAGE

The official version of these Bylaws is English. In the event that these Bylaws need to be drafted in French, under the Belgian Laws, it is in any case understood that the English version in case of discrepancies between the two versions shall prevail.

## Annex I: Membership Application Form