
Global Battery Alliance Charter

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Contents

Global Battery Alliance Charter	1
1. Introduction	3
2. Operating Agreement	5
3. Members	6
4. Annual General Assembly	8
5. Governance and Organization	8
6. Board of Directors	9
7. Executive Committee	11
8. Supervisory Council	13
9. Action Partnership/Working Groups	13
10. Secretariat	15
11. Strategic Plan and Budget	16
12. Policies	17
13. Miscellaneous	18
Appendix 1: GBA Principles	19
Appendix 2: Policies	19

1. Introduction

1.1 Definitions

Capitalized terms used in this Charter have the meaning assigned to those terms in this Charter.

1.2 Statement of Purpose

The Global Battery Alliance (“Alliance”) is a global multi-stakeholder, pre-competitive partnership that seeks to accelerate the scale-up of the battery value chain sustainably and responsibly to realize the GBA 2030 Vision.

1.3 Vision and Principles

The GBA’s vision is that batteries power sustainable development. The GBA Principles are set forth in Appendix 1 and are the basis for GBA’s actions.

1.4 Mission

The Alliance’s mission is to foster:

- (a) Insight – facilitate the generation, mapping and pooling of information;
- (b) Collaboration – promote informed dialogue and wide-ranging partnership; and
- (c) Action – catalyse, accelerate and scale up collaborative action.

1.5 Values

1.5.1 The following Values will guide the Alliance:

- (a) Innovation – promote and demonstrate innovative value chain partnerships in support of inclusive and sustainable economies;
- (b) Respect – promote equity and dignity of the human being as defined by the United Nation’s Guiding Principles and the GBA Principles
- (c) Common good – act in good faith, in full compliance with any applicable laws and regulations and promote practices that are impartial – transcending the singular interest of individuals or organizations;
- (d) Collaboration – promote inclusivity, collaboration and partnership, both within the Alliance, as well as with those individuals and organizations external to the Alliance whose purpose and vision are aligned with the Alliance’s Purpose and Vision;
- (e) Impact – achieve results that are proportionate to the collective resources, capacity, and leverage of the Alliance and its Members;
- (f) Transparency, accountability, integrity – promote transparency, accountability and integrity in the Alliance’s actions, membership and funding; and
- (g) Long-term sustainable value creation – promote socioeconomic development in

accordance with the Sustainable Development Goals set by the United Nations.

2. Operating Agreement

2.1 Once the Alliance becomes incorporated, the World Economic Forum will maintain an important role consistent with the agreement signed between the Forum and the GBA.

2.2 Decision-Making Authority

The decision-making authority of the GBA is governed by this Charter.

3. Members

3.1 Members

- 3.1.1 This section 3 will govern the rights, obligations, appointment and removal of legal entities associated with the Alliance.
- 3.1.2 Members: Any legal entity or any NGO, Government, Civil Society, Academia, or initiative or association etc. that commits to the GBA principles (listed in Appendix 1) and complies with the GBA due diligence requirements may join.
- 3.1.3 The GBA Board of Directors is responsible for the establishment of member categories and dues amounts, including fees for private sector members. Each Member must ensure that it exercises its rights and carries out its obligations under this Charter for the dominant purpose of advancing the interests of the Alliance.
- 3.1.4 All members of the Alliance will receive quarterly communications regarding the Alliance and will be provided access to the Annual General Assembly (further details of which are contained in section 4 below).
- 3.1.5 In accordance with section 9.3, members of the Alliance may be involved in Working Groups.
- 3.1.6 Each Member is expected to and will use its best endeavours to participate in the activities of the Alliance and demonstrate a willingness to substantially contribute to, promote and achieve the Alliance's Purpose, Vision, and Mission and adhere to its Principles and Values.
- 3.1.7 Specific recommendations or requirements for the promotion, achievement or substantial contribution to the Alliance in a manner consistent with this Charter may be specified by the Board of Directors on an occasional basis.
- 3.1.8 At all times the Member will act in full compliance with any applicable laws and regulations as well as the policies adopted by the Alliance.

3.2 Application and Approval Process for Members

- 3.2.1 The following application process set out in subsections (a) to (g) below will be followed with respect to any organization that wishes to apply to be a member.
 - (a) An Applicant that wishes to join the Alliance as a member is required to submit an application approved by the Board of Directors, which shall contain the criteria for membership. The Applicant will receive a response noting that the application has been received by the Alliance and setting out, among other things, the expected timeframe in which the Applicant's application will be processed.
 - (b) The Secretariat will review the Applicant's application and respond with the outcome of such review in a timely manner.
 - (c) The Secretariat will conduct due diligence on the Applicant which will assess the Applicant's interest in the Alliance's Purpose, Vision, and Mission as well as the Applicant's adherence to the Alliance's Principles, Values, and relevant policies ("Due Diligence"). The Secretariat may ask the Applicant any further questions it deems necessary to assess the Applicant's application. The due diligence assessment process will be approved by the GBA Board of Directors.
 - (d) The Secretariat will review the Applicant's application and make a recommendation to the

Board of Directors or any subcommittee the Board of Directors establishes for the purposes of assessing applications (“Selection Committee”) as to whether the Secretariat believes the application should be accepted or rejected. It will be the authority of the Board of Directors as to the approval or rejection of an application.

- (e) The outcome of the decision of the Board of Directors as to the approval or rejection of an Applicant’s application will be communicated to the Applicant in writing. In circumstances where the application is rejected, the written communication should provide sufficient detail as to the reason or reasons giving rise to the rejection. The member or Applicant has the right to appeal the decision to the Board of Directors.

3.3 Confidentiality

Unless otherwise:

- (a) agreed by the relevant group;
- (b) specified in the Policies;
- (c) already in the public domain other than as a result of disclosure by a Member in breach of its obligations under this Charter; or
- (d) required by law,

all information in relation to the Alliance that is provided or disclosed to or otherwise received by a Member through its involvement in any GBA activity is regarded as confidential and must not be disclosed by a Member.

3.4 Withdrawal and Removal

3.4.1 Withdrawal of Members

- (a) Subject to section 3.5.4, a Member may at any time cease to be a Member through a voluntary resignation submitted to the Secretariat in writing. Similarly, a Member may also cease to be a Member because of a decision taken by the three-quarters of the Board of Directors in accordance with the process set out in section 3.5.

3.5 Removal of Membership

3.5.1 In the event that:

- (a) A Member is found to be in material breach of any of its obligations as determined by the GBA Board of Directors under this Charter and does not remedy such breach within thirty (30) days of receipt of a written notice from the Secretariat identifying the material breach and its remedy, including the payment of dues which will be considered delinquent if not paid within 90 days of the start of a new fiscal year (Jan 1 to Dec 31);
- (b) The action of a Member brings, will bring, or has the potential to bring, the Alliance into disrepute, as assessed by the GBA Board of Directors;
- (c) A Member becomes bankrupt or insolvent;
- (d) A Member is affected by an embargo, sanction or other similar programme, including but not limited to any sanction, prohibition or restriction under any United Nations resolution imposed by any jurisdiction; or
- (e) It is determined that a Member is no longer in a position or willing to support the Alliance’s Purpose, Vision, Mission, Principles, and/or Values

the relevant Member may be removed as a Member of the Alliance in accordance with the process set out in the balance of this section 3.5.

3.5.2 Each of the conditions listed above under section 3.5.1 (a) to (e), if met alternatively or cumulatively, will be considered a “Removal Event”). Upon the occurrence of a Removal Event, the Secretariat may recommend to the Board of Directors that the relevant Member be removed as a Member of the Alliance. At its next meeting, the Board may either validate or overturn the Secretariat’s recommendation regarding the removal of the Member.

3.5.3 A Member’s rights and obligations in relation to the Alliance may be suspended by the Secretariat while the Secretariat investigates any facts, allegations or other circumstances which may give rise to grounds for removal of that Member under section 3.5 for such time as the Secretariat determines necessary. The Member being investigated must cooperate in good faith with the Secretariat to enable the Secretariat to conduct its investigation efficiently and effectively.

3.5.4 A Member that has withdrawn or been removed from the Alliance shall not be entitled to any repayment or refund of any costs, fees, expenses, or contributions incurred by that Member in relation to this Charter and the work of the Alliance and must cease in using the logo or referring themselves as a member immediately upon notification.

4. Annual General Assembly

4.1 A general assembly of the Alliance will be held annually (“Annual General Assembly”). All Members will be entitled to attend. The purpose of the Annual General Assembly is to:

- (a) Take stock of the Purpose, Vision, Mission, Principles, and Values of the Alliance;
- (b) catalyse partnerships and commitments to action;
- (c) exchange knowledge and best practices;
- (d) raise global awareness of the Alliance’s Purpose and Vision and progress; and
- (e) Provide the members with a status report on the State of the GBA.

4.2 The Secretariat will be responsible for organizing the Annual General Assembly in accordance with section 10.1.3(g).

5. Governance and Organization

5.1 Governance and Organization

5.1.1 The following groups will be responsible for the governance and day-to-day work of the Alliance in accordance with the terms of this Charter. Participants of formal Alliance governing bodies shall not be remunerated, with exception of the Secretariat.

- (a) Board of Directors;
- (b) Executive Committee;
- (c) Supervisory Council

- (d) Action Partnerships/Working Groups;
- (e) Secretariat/Executive staff appointed by the GBA Board of Directors.

6. Board of Directors

6.1 Role and Responsibilities of the Board of Directors.

6.1.1 The Board of Directors is responsible for the following matters:

- (a) reviewing and approving the Strategic Plan and Budget and, as needed from time-to-time, reviewing and approving any material changes to the approved Strategic Plan and Budget
- (b) reviewing and approving the draft Policies; the Policies will not be effective unless approved by the Board of Directors;
- (c) review and approve amendments of this Charter;
- (d) reviewing and commenting on the Annual Reports, which are prepared in accordance with section 10.1.3(h);
- (e) promoting the work of the Alliance where appropriate;
- (f) actively participating in events organized under the auspices of the Alliance (as relevant);
- (g) facilitating the engagement of and the dialogue between key stakeholders to further the work of the Alliance;
- (h) facilitating the fundraising efforts of the Secretariat (as relevant);
- (i) appointing a service provider and/or the hiring of GBA staff;
- (j) Establishing a process for consulting with non-member governments and civil society;
- (k) Mandating the conduct and reviewing the results of an annual financial audit of the GBA.

6.2 Board of Directors Composition

6.2.1 The Board of Directors will comprise no less than five (5) and no more than twenty (20) with balanced representation from civil society, government and private sector across the value chain. All Members of Executive Committee are Members of the Board of Directors. The exact composition of the Board in terms of representation of each member category will be determined by the Annual General Assembly.

6.2.2 Subject to the requirements of section 6.2.1, any Member may nominate itself or another Member to fill a vacancy on the Board of Directors. The Members will annually vote for the Members of Board of Directors by mail ballot no later than December 31st of each year. Election to the Board of Directors will be decided by a simple majority vote.

6.2.3 The term of appointment of member of the Board of Directors will be two (2) years and may be renewed at the expiration of such term for one additional term. Board members may not serve more than two consecutive terms.

6.3 Board of Directors

6.3.1 The Executive Committee Members including the Chair will be elected by the members of the Board of Directors annually. The Chair may serve as Chair for one year and can be re-elected for one additional year. The Chair may not serve more than two consecutive terms.

6.3.2 The role of the Board of Directors Chair is to:

- (a) chair and moderate the meetings of the Board of Directors;
- (b) facilitate outreach on behalf of the Alliance; and
- (c) review any relevant material in advance of each meeting of the Board of Directors.

6.3.3 Members of the Board of Directors in good standing may nominate themselves to act as a Chairperson of the Board of Directors. The Board of Directors will vote on the nominees with such vote to be carried out in accordance with the procedure set out in section 6.4 before the start of each fiscal year.

6.4 Meetings and Voting of the Board of Directors

6.4.1 The Board of Directors will meet at least three times per annum and otherwise as it sees fit.

6.4.2 A quorum for a meeting of the Board of Directors is at least one-half of all the members of the Board of Directors. A quorum must be present for any vote of the Board of Directors and to call to order any official meeting.

6.4.3 The Board of Directors will use reasonable endeavours to unanimously decide any matter arising before it; however, a simple majority vote of the Members who are present and entitled to vote will be sufficient to decide any matter before the Board of Directors. An abstention is not a negative vote. Absentee voting or by proxy will not be permitted.

6.5 Each member elected to the Board of Directors is entitled to one (1) vote.

7. Executive Committee

7.1 Role of the Executive Committee

7.1.1 The role of the Executive Committee is to:

- (a) serve as a structured group to raise and discuss topics affecting the Alliance and to act on behalf of the Board of Directors in between meetings or where applicable, as assigned by the Board of Directors. Any action taken on behalf of the of the Board of Directors will be reported to the Board immediately and stand for ratification at the next Board meeting; and

7.1.2 The Executive Committee is responsible for the following matters:

- (a) reviewing the draft of the Strategic Plan and Budget prepared by the Secretariat for final review and approval by the Board of Directors and as needed, reviewing any material changes to the Strategic Plan and Budget for final review and approval by the Board of Directors in accordance with the process set out in section 11;
- (b) Supervising the work of the Secretariat
- (c) monitoring the activities of the Action partnerships/Working Groups to ensure that they are consistent with the approved GBA Strategic Plan and Budget;
- (d) commenting on Annual Reports prepared by the Secretariat with respect to the Alliance's performance and the impact of the Alliance's work against its Purpose, Vision, Mission, Principles, and Values;
- (e) reviewing and recommending for approval by the Board of Directors any amendments of this Charter.

7.1.3. Officers of the Board of Directors

The Officers of the Board should represent the various segments of membership.

Chair: Works in partnership with the Secretariat and Board in achieving the organization's mission

1. Chairs meetings of Executive Committee after developing the agenda with the Secretariat;
2. Raises key issues and builds consensus with the Board of Directors;
3. In conjunction with the Secretariat, Treasurer, and Board of Directors, tracks the performance of the Alliance's achievement of goals and financial health;
4. Leads the Board of Directors and Executive Committee with the Vice Chair, Treasurer, and Immediate Past Chair (At-large position when there is no Immediate Past Chair), and Secretariat;
5. Helps guide and mediate Executive Committee and the Board of Directors actions with respect to organizational priorities;
6. Serves as one of the spokespeople for the Alliance in alignment with its vision, mission and purpose;
7. Along with the Board of Directors and Secretariat, ensures the Alliance's strategy aligns to the agreed-upon vision and ensures that the strategy is being followed over time;
8. Leads the performance review process for the Secretariat.

Vice Chair: Performs Chair responsibilities when the Chair cannot be available (see Chair duties)

1. Serves on the Executive Committee with the Chair, Treasurer, Secretariat and

- Immediate Past Chair (At-large position when no Immediate Past Chair);
2. Participates closely with the Chair to develop and implement leadership transition plans.

Treasurer: Monitors finances of the Alliance and reports to the Board of Directors on a regular schedule (but no less often than twice per year) the status of the GBA's financial condition.

1. Works with Secretariat and the Budget Committee to present annual budget to the Board of Directors;
2. Ensures development and Board of Directors review of financial policies and procedures;
3. In conjunction with Secretariat, develops a financial risk mitigation plan;
4. Serves on the Executive Committee with the Vice Chair, Secretariat and Immediate Past Chair (At-large position when no Immediate Past Chair);
5. Serves as Chair of the Budget Committee with Board members and at-large members;
6. Oversees the completion of financial reports;
7. Oversees the audit of the organization's financial practices and financial performance.

Immediate Past Chair (At-large position when no Immediate Past Chair).

1. Serves in a consulting role to the Organization and the Board of Directors

7.1.4 Terms of Office

The Chair, Vice Chair, and Treasurer shall be elected by the Board of Directors from among the Board of Directors members annually after the Board of Directors election process. An elected officer shall take office immediately following his or her election and shall hold office for a term of one year and until such officer's successor is elected, or until such officer's death, resignation or removal. An officer can serve for no more than two one-year consecutive full terms but must be re-elected annually by the Board of Directors. A vacancy in the office of Chair, Vice Chair, Immediate Past Chair (At-large if not Immediate Past Chair), Treasurer shall be filled at any meeting of the Board of Directors. In the event of a vacancy in the office of Chair, the Vice Chair shall succeed to that office, and the resulting vacancy in the office of Vice Chair shall be filled by the Board of Directors.

7.2 Executive Committee Composition

The Executive Committee will be comprised of the Officers of the Board of Directors and a representative of the Secretariat (ex-officio). Other members may be appointed from time to time on an as needed basis. The composition of the Executive Committee will be balanced to ensure representation from the private sector, government and civil society.

7.2.1 The Chair of the Board of Directors will serve as the Chair of the Executive Committee.

7.3 Meetings and Voting of the Executive Committee

7.3.1 The Executive Committee will meet monthly and otherwise as it sees fit.

7.3.2 The Chair of the Executive Committee must ensure that the proceedings of any Executive Committee meeting and any decision of the Executive Committee at such meetings are recorded in a written record and such written record will be definitive evidence of the proceedings of and decisions made at the Executive Committee meeting which will be shared with the Board of Directors for ratification of any decision made in between Board meetings.

8. Supervisory Council

- 8.1 The role of the Supervisory Council is to provide:
- a) overall guidance and stewardship
 - b) promoting the Alliance
 - c) actively participating in events organized under the auspices of the Alliance
 - d) supporting the engagement of and the dialogue between key stakeholders to further the work of the Alliance
 - e) supporting the fundraising efforts of the Secretariat
- 8.2 Supervisory Council Composition
- a) The Supervisory Council shall be comprised of the heads of the organization of member organizations (or their representatives) and shall meet from time to time as suggested by the Board of Directors. The size and composition of the Supervisory Council will be balanced to ensure representation from the private sector, government and civil society.
- 8.3 Supervisory Council Co-Chairs
- a) The Supervisory Council will have two (2) Co-Chairs, including one representative from the private sector and one representative from civil society. The Co-Chairs shall be elected by the Supervisory Council members. The Co-Chairs of the Supervisory Council must ensure that the proceedings of any Supervisory Council meeting are recorded and shared with the Board of Directors.

9. Action Partnership/Working Groups

- 9.1 The Board of Directors has the authority to set up Advisory Councils, to support GBA's decision-making and broad multi-stakeholder engagement, and Initiatives designed to support the GBA's vision and mission, as determined appropriate.
- 9.2 The GBA Board of Directors can establish Action Partnerships with delegated authority by the GBA Board of Directors to govern on a day-to-day basis with roles and responsibilities to be outlined in operating agreements between the GBA and the Partnerships, including operational decisions by the Partnerships' steering body. Delegation of authority to Action Partnerships will be subject to review of the GBA Board of Directors regarding consistency with GBA's principles, mission, and otherwise consistency with legal requirements.
- 9.3 Working groups can be established by the Board of Directors ("Working Groups") to develop projects which are consistent with the Alliance's Purpose, Vision, Mission, Principles, and Values ("Projects"). The Board of Directors will strive to ensure that Working Groups are established to comprise of representatives from the membership.
- 9.4 The operating agreement and governance structure of all Action Partnerships must be approved by Board of Directors.
- 9.4.1 The Secretariat will provide timely notice of the formation of each Action Partnership/Working Group to all Members, including information relating to the Action Partnership/ Working Group's field of activity, objectives, work procedures and other relevant information. Members may apply to participate in a Working Group and such application will be reviewed and approved by the Board of Directors in its discretion. The Secretariat will serve as an ex-officio of each working group.
- 9.4.2 Each Action Partnership and Working Group must have a Chair, approved by the Board of Directors. The Action Partnership/Working Group Chair is in charge of managing the day-to-day affairs of the Action Partnerships/Working Groups. The Chair shall be responsible for:
- (a) reporting to the Board of Directors any matters concerning the Action partnership/Working

Group, the relevant Project and any other information which may be relevant to other Action Partnership/Working Groups or the Alliance;

- (b) establishing task forces, committees, or other best practice groups to carry out the work of the Action Partnership/Working Group; and
- (c) moderating meetings of the Action Partnership/Working Group.

10. Secretariat

10.1.1 Reports directly to the GBA Board of Directors.

10.1.2 The role of the Secretariat is to implement and facilitate the work of the Alliance in accordance with the decisions of the Board of Directors and any policies of the Alliance and this Charter.

10.1.3 The composition of the Secretariat shall be determined by the Board of Directors.

10.1.4 The Secretariat is responsible for the following matters:

- (a) the day-to-day management of the Alliance;
- (b) on-going communications to membership on the status and affairs of the GBA
- (c) conducting Due Diligence and making recommendations regarding approval of a member to the Board of Directors in accordance with the process set out in section 3.2; similarly, investigating the potential occurrence of a Removal Event in relation to any Member and making a recommendation to the Board of Directors about such removal (as required) in accordance with the process set out in section 3.5;
- (d) drafting the Strategic Plan and Budget for the Executive Committee to review before it is submitted to the Board of Directors for its approval in accordance with the procedure set out in section 11;
- (e) proposing to the Executive Committee expenditures outside of an approved Budget during the year for the Executive Committee to review and, if it deems appropriate, submit to the Board of Directors for its approval;
- (f) organizing the virtual and in-person meetings of the Board of Directors, the Executive Committee, and the Working Groups, including working with the Chairs on the agenda for such meetings, sending invitations to participants, preparing the minutes of these meetings, distributing them for comments and finalizing and circulating such minutes to the relevant stakeholders;
- (g) organizing the Annual General Assembly and other regional Alliance events;
- (h) tracking and documenting the progress of the work of the Alliance for the Board of Directors and collating this information annually into a report to be shared with the relevant stakeholders ("Annual Report");
- (i) fundraising;
- (j) facilitate the engagement of members and stakeholders;
- (k) member recruitment.

11. Strategic Plan and Budget

- 11.1 The affairs of the Alliance will be conducted in accordance with Strategic Plan as approved by the Board of Directors and general assembly.
- 11.2 The Secretariat will be responsible for annually preparing a draft or any required update to an approved Strategic Plan that provides a framework. The Strategic Plan will, to the extent practicable, set out line items relating to the specific Projects and work of the Alliance to reflect the Alliance's activities as accurately as possible.
- 11.3 The Secretariat will work with the Chair to draft an annual budget for review by the Executive Committee and approval by the Board of Directors.

12. Policies

- 12.1 The Alliance will, to the extent not inconsistent with this Charter, be managed in accordance with the Policies in force at the Effective Date (as set out in Appendix 1) and otherwise as adopted on an occasional basis by the Board of Directors in accordance with section 6.1.b.
- 12.2 The Secretariat will be responsible for formulating and submitting the amendments to the Policies to the Executive Committee for its review. The Executive Committee may recommend any changes to the draft Policies it considers necessary before the Secretariat submits the (amended) draft Policies to the Board of Directors for its approval.
- 12.3 The Members, by their accession to this Charter, undertake to adhere to the Policies.

13. Miscellaneous

13.1 Term

This Charter and the Alliance will come into effect on the Effective Date and continue until the earlier to occur of:

(a) there being only one (1) Member; or

(b) a unanimous decision of the Board of Directors to wind-up the affairs of the Alliance.

13.2 Amendment

This Charter may be modified only by a unanimous decision of the Board of Directors.

13.3 Assignment

No Member will be entitled to assign or transfer any of its rights, benefits or obligations under this Charter.



13.4 Language

The language of the Alliance is English.

Appendix 1: GBA Principles

10 GBA principles for a sustainable battery value chain, adopted by 42 organizations on 23 Jan. 2020



<p>Establish a circular battery value chain as a major driver to achieve the Paris Agreement</p> 	1 Maximizing the productivity of batteries in their first life
	2 Enabling a productive and safe second life use
	3 Ensuring the circular recovery of battery materials
<p>Establish a low-carbon economy in the value chain, create new jobs and additional economic value</p> 	4 Ensuring transparency of greenhouse gas emissions and their progressive reduction
	5 Prioritizing energy efficiency measures and substantially increase the use of renewable energy as a source of power and heat when available
	6 Fostering battery-enabled renewable energy integration and access with a focus on developing countries
	7 Supporting high quality job creation and skills development
<p>Safeguard human rights and economic development consistent with the UN Sustainable Development Goals</p> 	8 Immediately and urgently eliminating child and forced labour, strengthening communities and respecting the human rights of those employed by the value chain
	9 Fostering protection of public health and the environment, minimizing and remediating the impact from pollution in the value chain
	10 Supporting responsible trade and anti-corruption practices, local value creation and economic diversification

Appendix 2: Policies

Part 1 – Conflicts of Interest

A conflict of interest arises when a Member (hereafter “Member”) is involved in an Alliance activity in which he/she has an interest (financial/business-related or personal) and the Alliance activity may have a direct and predictable impact on that interest, affecting the conduct of his/her duties and actions with respect to the public good objectives of the Alliance or resulting in a reasonable perception that his/her conduct might be affected.

Whenever an actual or potential conflict of interest (including a conflict of interest that might stem from associated persons or institutions) arises, a Member shall immediately disclose it in writing to the Secretariat. The duty to disclose is of an ongoing nature. The disclosure statements are kept confidential and updated whenever there is a change in the information these statements contain.

When the Alliance Secretariat becomes notified or aware of an actual or potential conflict of interest related to a Member, the Secretariat will assess the situation at hand based on the circumstances of the case and decide whether the conflict of interest shall be waived or whether the Member has to withdraw from the relevant Alliance activity. While awaiting the decision and as a general rule, recusal of concerned Members from discussions and decision-making concerning the conflict of interest should be undertaken.

Where a Member is found to have an actual or potential conflict of interest, the Secretariat develops recommendations for action and presents them to the Member. Should a Member refuse to comply with these recommendations, the Member may be temporarily suspended or, depending on the circumstances of the case, the Membership might be terminated.

Part 2 – Gifts Policy

All Alliance Members, when engaged in activities associated with the Alliance, shall not accept or give any gifts as it may (or give the appearance to) improperly affect their independence of judgment in relation to the Alliance. Possible exceptions for receiving gifts:

- Occasional gifts of a personal nature that are not a convertible commodity and are given as a special honorary thank you for work accomplished in the context of the Alliance can be accepted.

- Occasional gifts that can be consumed (chocolate, biscuits, etc.) may be accepted and shared among the office
- Token gifts up to an estimated value of that are usually received around the end-of-year holidays may be accepted, including promotional gifts, such as diaries, pens, etc.

Part 3 – Competition Law and Antitrust Guidelines

The Members shall act and perform their respective Alliance duties in accordance with the applicable domestic and international competition/antitrust rules and regulations. The following principles cover the main issues but are not intended to be exhaustive.

Alliance Members must not, under any circumstances, agree to:

- fix prices, including any component of price and factors with price relevance;
- fix output levels, including capacity utilization levels;
- allocate customers, markets, quotas, or market shares;
- rig bids;
- organize or execute collective boycotts; or
- coordinate with regard to investments or closures.

Members must not discuss or exchange commercially sensitive information, i.e. information relating to the present or future competitive conduct of the Members on the market. In particular, discussions and information exchanges must not involve any of the following topics:

- prices or price changes, namely (but not limited to) future prices;
- costs or profit margins;
- individualized market share or sales volume data;
- bids, discounts, rebates, or other competitive strategies;
- the level of output (including capacity utilization levels and in particular projected output);
- marketing plans, strategic plans, expansion plans, closure plans, new product plans or future company- specific operational strategies; or
- information relating to individual customers or suppliers

However, each Member may provide all the above information confidentially and directly to the Alliance Secretariat for the purpose of administering any joint efforts directly related to the Alliance. The Secretariat being an independent third party will:

- itself respect all relevant antitrust laws and regulations,
- guarantee that appropriate safeguards governing information sharing are in place.

The Alliance Secretariat will, in particular, be mindful of the need to maintain absolute confidentiality over sensitive data and information and especially will not give knowledge of such confidential information to other than the Member which provided it.

In preparing surveys and other reports compiled from Members' competitively sensitive information, Members shall provide data directly to the Secretariat (or to a Secretariat-designated external entity) and not to other Alliance Members or Members. The data shall be aggregated and de-identified and/or shall be appropriately historic in nature before it is circulated by the Alliance Secretariat to the Alliance constituents.

Part 4 – Anti-Corruption Laws and Guidelines

As a general rule, Alliance Members, and any third party acting with, for or on behalf of the Alliance or its Members, must conduct their affairs in connection with the Alliance in accordance with the Anti-Corruption Guidelines articulated below.

Anti-Corruption Guidelines

When undertaking activities in connection with the Alliance, Members are expected to:

- (a) respect and comply with the applicable domestic and international anti-corruption laws;
- (b) adopt a zero-tolerance approach to all forms of bribery and corruption;
- (c) not directly or indirectly offer, promise, accept or solicit any undue advantage of any kind in any way connected to the Alliance activities. Prohibited conduct includes bribery, extortion, or solicitation, trading in influence or laundering the proceeds of those corrupt practices in relation to public officials and Alliance Internal Stakeholders whether engaged directly or through third parties (including but not limited to business Members, agents, consultants, sales representatives, subcontractors, lawyers, and accountants);
- (d) not make facilitation or 'grease' payments (e.g., small improper payments for non-discretionary acts by public officials); and
- (e) record and maintain full, accurate and detailed financial accounts in their books and records, so that it is always clear what payments relate to.

Across all Alliance-related activities, Members are expected to ensure that:

- (i) these Anti-Corruption Guidelines are communicated to all relevant parties engaged in such activities; and
- (ii) all necessary and feasible steps are taken to mitigate the risk of corruption in all activities of the Alliance.

Part 5 – Intellectual Property Rights and Branding

As a general rule, all Intellectual Property (hereafter "IP") co-developed in connection with the Alliance by the Alliance and a Member will be owned by the Alliance. In addition, the Alliance will obtain from any third party engaged in work with the Alliance, including consultants, an express agreement that all IP developed in connection with the Alliance is solely and exclusively owned by the Alliance.

The Alliance may use any of the Members' names in promotional, marketing, advertising, and/or public relations activities, whether printed or in electronic format, with the exception of a Member's express disagreement with such use which is to be communicated to the Alliance Secretariat in writing.

The use of the name of the Alliance or any logos created in connection with the Alliance by the Members is only permitted in activities of the Alliance. All name and logo usage must be carried out in accordance with the Alliance Communication Guidelines. For any other usage of the Alliance's name and/or logo, a written consent (for example, in a form of an email) from the Alliance Secretariat is needed.

Part 6 – Confidentiality and Privacy Notice

Each Alliance Member acknowledges and agrees that, in its engagement with the Alliance, it may gain access to and knowledge of confidential information of other Members and/or their affiliates, their members, Members and activities/events/meetings and/or Personal Data hereinafter collectively referred to as the "Confidential Information". Such confidential information can include as well technical information, know-how, research results, marketing and financial plans etc. It could be available in hard or electronic copies.

"Personal Data" shall include without limitation Personal Data of each Party (including entity data) and/or any information relating to an identified or identifiable natural person such as officers, directors, employees, consultants, attorneys, accountants or agents of each Party.

When dealing with confidential information obtained in Alliance-related activities, all reasonable

precautions to protect the integrity and confidentiality of such information must be exercised in accordance with applicable laws and regulations.

The Members shall keep confidential the Confidential Information of each of the other Members which are not in the public domain or which are not generally accessible and which each Member has received from the other Members, or which was otherwise obtained or accessed by it in connection with this Agreement. In case of doubt, Information shall be treated as Confidential Information. The Member disclosing Confidential Information is referred to herein as the “Disclosing Party” and the Member receiving Confidential Information is referred to herein as the “Receiving Party”, as applicable under the circumstances. All of the Confidential Information shall only be used for the purpose of the Agreement. The Receiving Party agrees that, except as expressly and in writing directed or authorized by the Disclosing Party or as required by law, the Receiving Party will not at any time, directly or indirectly, disclose or make accessible any of the Disclosing Party’s Confidential Information to any person or entity whatsoever.

Upon termination or expiry of the Agreement and/or at any time on request by the Disclosing Party, the Receiving Party shall return or, at the Disclosing Party’s option, destroy or permanently expunge all Confidential Information, including documents and computer data containing Confidential Information and any samples of materials supplied by the Disclosing Party and all copies thereof and provide evidence of such destruction.

The Alliance is committed to protecting the Personal Data of the Alliance Members and to handling such data in compliance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR). The Alliance will collect, use and otherwise process the personal data of the Alliance Members as described in this Charter.

As an Alliance Member, you may also have access to and process personal data of other Alliance Members. In such case, you understand that you will act as an independent data controller and you bear the sole responsibility for processing of the said Personal Data in full compliance with all applicable data protection laws, including GDPR. In particular, you undertake to:

- Always check that you are processing personal data lawfully and for a specific and legitimate purpose.
- Where you intend to process the Personal Data for a purpose other than the one for which the Personal Data were initially collected, check first whether such processing is compatible with the initial purpose(s) for which the Personal Data were collected, or make sure you obtain the individual's prior consent before undertaking such processing.
- Make sure you give prior notice to the other members whose Personal Data you intend to process (e.g., by providing a copy of your privacy notice).
- Where appropriate, obtain consent from the other members whose Personal Data you wish to process prior to conducting such processing. This may in particular be necessary if you intend to use the Members' Personal Data for direct marketing purposes.
- Treat Personal Data as strictly confidential and ensure that you implement appropriate measures to safeguard the security of personal data.
- Respond to requests from data subjects and national data protection authorities diligently and in accordance with the legal time frames.
- Do not share or disclose any Personal Data to any third parties, unless you have a legal basis for such disclosure.
- Make sure that you have adopted appropriate measures prior to transferring personal data outside of European Economic Area.

Part 7 – Whistle Blower Policy

The Alliance expects its Members (as well as its employees), engaged across the various activities of the Alliance, to:

- (a) behave in accordance with the core Alliance values;

- (b) comply with applicable laws and regulations (be they local, national or international); and
- (c) observe the highest standards of business, professional, and personal ethics in their participation in Alliance activities.

In ensuring the above, the Alliance maintains a confidential and safe channel by which any stakeholder may raise a concern regarding the conduct of any Alliance Leadership body of workgroup or Alliance Member whose actions may have constituted a violation of laws and regulations, Alliance Charter or basic ethical standards. To raise a concern/complaint, the concerned Member is encouraged to contact the confidential and independent third-party channel submit such concern to the Secretariat of the Alliance. Any issue raised through this channel will be dully considered, investigated and subsequently addressed in accordance with the applicable Alliance internal policies and other pertinent laws.

Any person who in good faith makes a report in accordance with this Whistle Blower Policy will not suffer any retaliation as a result of making such a complaint. Insofar as is possible, the identity of anyone making a report or lodging a complaint under this policy will be kept confidential, except

(1) when the "victim/complainant" agrees to the disclosure of his/her identity or (2) when such identity must be disclosed in order to comply with applicable laws/regulations in order to provide the accused individual(s) with their legal rights of defence and due process in court.