



The Global Network for B2B Integration in High Tech industries

Memorandum of Understanding

EDIFICE Memorandum of Understanding
Issue 9.1

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1 Definitions

1.1 Business-to-Business (B2B)

For the purposes of this Memorandum of Understanding the term B2B is defined as the business practices, processes, standards and information technologies which enable business to be done within and between enterprises by electronic means.

1.2 Framework for B2B:

EDIFICE recommendations on implementation of B2B standards are assembled in a Framework for B2B. The Framework for B2B identifies each business area and the related inter-enterprise business processes which are of interest within the EDIFICE scope. The Framework provides an ordered, structured means of presenting the recommendations for each business area and it also provides the supporting information and technical infrastructure common to all business areas.

2 Identity Statement

2.1 The Name and Seat

The name of the organisation shall be EDIFICE and has its seat in Brussels, BE.

EDIFICE vzw, De MeeÛssquare 38-40, 1000 Brussels, Belgium

The Official and Public web site of EDIFICE resides at www.edifice.org/

2.2 Working Language of EDIFICE

English shall be the working language of EDIFICE.

2.3 Nature of the Organisation

EDIFICE is a non-profit organisation, organised in the form of an association and governed by the articles of this MoU.

This Memorandum of Understanding does not create a joint venture, partnership or other form of business between the Members nor an obligation to develop, make available, use, license, buy or sell any information, product, services or technology unless explicitly defined by this Memorandum of Understanding. No Member is entitled to legally bind or represent another Member in any respect, and especially no Member is entitled to incur any obligation in the name or on behalf of another Member.

2.4 Objectives and Mission Statement

2.4.1 Objectives

The Objectives of EDIFICE are:

- To support, have influence in, and promote the development, implementation and use of international standards and related implementation guidelines for B2B.
- To design, develop and maintain a Framework for B2B.
- To maintain relationships with other communities and be receptive to cross industry collaboration, aiming at the implementation of B2B.
- To ensure business management buy-in for B2B.
- To act as a B2B competence centre for the industry, setting direction, creating awareness and providing learning opportunities on B2B concepts.
- To share B2B experiences on the implementation of standards.

2.4.2 Mission Statement

To provide a forum for companies with interests in computing, electronics, and telecommunication, which as a group, drives and enables global standardised B2B adoption.

2.5 Goals

In order to satisfy the Objectives and set up the work to be done, a set of Goals will be defined and prioritised at least once a year. These Goals need to be tangible, measurable and achievable within a year from point of Resolution.

2.6 Compliance with Competition Laws

The Members of EDIFICE will be combining experience and skills to generate momentum in the creation of open business solutions. This purpose would otherwise be impossible to achieve through the independent efforts of each company.

EDIFICE shall not at any time interfere with the commercial relationships between any of the Members. The Members are committed to fostering open competition in the development and sales of products and services. The Members agree and acknowledge that the association EDIFICE created through this Memorandum of Understanding is open to any interested party within the industry subject to purely technical and qualitative objective criteria in order to safeguard efficient and speedy results and their publication. The Members will also understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any competition laws. None of the Members shall exchange any information regarding the price of their products or services, the cost of their products or services or the terms and conditions under which they are sold or any topic which may be construed as a violation of competition laws.

As a result of accepting this Memorandum of Understanding, the Members are not required to develop or market any offerings, and are not precluded from engaging in any business activities whatsoever, even if they are competitive with the activities conducted under this Memorandum of Understanding.

2.7 Confidentiality

All information given or exchanged under this Memorandum of Understanding by one Member to another Member or Members that is clearly stated as confidential, shall be kept confidential ("Confidential Information") and not be disclosed to any third party without a prior written agreement from the Member releasing the information.

Each Member agrees that (i) it will use the same degree of care and discretion to avoid disclosure of such Confidential Information to third parties that it takes to protect its own similar information that it does not wish to disclose, but in no case less than reasonable care; and (ii) it will only disclose such Confidential Information to its employees and employees of its subsidiaries having a need to know such information. This obligation of confidentiality shall expire 3 (three) years from the date such Confidential Information is first disclosed to the Member or Members, and shall not apply to any information which: (a) is or becomes publicly available other than by the Member's breach of a duty; (b) is rightfully received from a third party without any obligation of confidentiality; (c) is rightfully known by the Member without any limitation on disclosure prior to its receipt; (d) is independently developed by employees of the Member without use of the Confidential Information; or (e) is released for disclosure by the Member with the disclosing Member's written consent. In addition, disclosure of Confidential Information will not be precluded if such disclosure is in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the recipient shall promptly notify the disclosing Member to enable the disclosing Member to obtain a limiting or protective order for the purpose of preserving the confidentiality of the Information required to be disclosed.

3 Organisation

3.1 Membership

The Members of EDIFICE are the companies and institutions who contribute to the realisation of the EDIFICE Objectives and Goals and have acquitted their Membership Fee. The EDIFICE Membership list contains the actual list of Members.

Members agree that EDIFICE may use their official company logo on the EDIFICE web site and EDIFICE presentations for the sole purpose of referencing EDIFICE member companies.

Each Member shall appoint one person as EDIFICE designated 'Main-Representative'. Further persons can be appointed as EDIFICE designated 'Representatives'.

The individual Member's Membership shall remain in force until terminated by that Member in accordance with this Memorandum of Understanding.

3.1.1 Types of Membership

- Regular

The regular membership applies to any company or institution which does not qualify for any of the other membership types. Regular members can host up to two sponsored members at any period of time.

- Small Company

The small company membership can be applied to any company with a maximum of 10 employees which does not belong to a subsequent listed membership type.

- Liaison

The liaison membership can be granted by EDIFICE to other non-profit organizations which are co-operating with EDIFICE in the space of B2B integration.

- Sponsored Membership

The sponsored membership can be applied for a non-extendable period of one year to a company which has been sponsored by a Regular member and which qualifies based on the below rules:

- The sponsored member company must be a B2B user and, if it is also a B2B service provider, must not participate in that capacity.
- The sponsored member company has not been a member of EDIFICE during a period of 10 years before joining as a sponsored member, regardless of the membership type.
- The regular member sponsoring the sponsored member has already paid its own membership fee for the year during which the sponsored membership starts.

A company cannot be a Sponsored Member of more than one Regular Member within a ten year time-frame.

The sponsored member can attend all meetings and participate in Task Groups

3.1.2 Admission of new Members

Any company or institution who identifies itself with the Mission Statement and the Objectives of EDIFICE can apply for Membership to EDIFICE, by submission in writing to the Chair or Secretary.

A sponsored member is admitted by the submission of the sponsoring member and its own written statement to comply with this Memorandum of Understanding, if all other criteria for a sponsored membership are met.

For all other types of membership the below rules apply:

- New Parties will be admitted by Resolution of the Plenary Meeting. The approval shall not be denied without objective and non-discriminatory reasons.
- Any new Member is informed about this Memorandum of Understanding. The payment of the Membership Fee is deemed to constitute understanding and acceptance of the clauses of this Memorandum of Understanding.

3.1.3 Termination of Membership

Members can at any time cancel their Membership by giving a written notice of their intention to the Chair or Secretary.

If a Member has resigned or is dismissed, he is liable to pay his Membership Fees up to and including the year in which his Membership terminates. A Member resigning or being dismissed relinquishes all claims to its share of EDIFICE Assets. A Member may not, by resigning from its Membership, withdraw itself from the legal effects of any Resolution of the Plenary Meeting taken before termination of his Membership.

3.1.4 Revocation of Membership

A Revocation of the Membership can be based on:

- Non-payment of the Membership fee, or
- by Resolution of the Plenary Meeting determining that a Member is not fulfilling its obligations,

except in the case of force majeure.

In either case the Chair will give the offending Member thirty days notice in writing of the intention to terminate Membership.

If the Member at fault does not provide an undertaking satisfactory to EDIFICE or pay its outstanding Membership Fee before the expiry of the notice period, its Membership shall automatically be determined with the expiry of the notice period and therefore shall no longer be considered Member of EDIFICE.

3.2 Directors

The Chair, Vice-Chairs, Secretary and Treasurer make up the EDIFICE Directors who are jointly responsible for the management of the day-to-day business on behalf of the Membership.

The contact details of the elected Directors are published on the EDIFICE official and public website at www.edifice.org/contacts.htm.

The Directors will report to the Plenary Meeting on the tasks for which they are responsible.

The Directors shall meet at least twice per year. Directorate meetings shall be called by the Chair or Vice-Chairs on an ad hoc basis. Invitations to all Directors shall be sent in writing at least two weeks in advance, referencing all Resolutions and decisions to be taken in the meeting. For all items Resolutions and decisions will be achieved with a two-third majority. Resolutions and decisions may also be held by remote Voting.

The EDIFICE Director's functions of Chair, Secretary and Treasurer shall be held by member representatives based in Europe. Each of the Chapters and global EDIFICE will provide two Vice-Chairs.

The duties and competences of the Directors include Resolutions on:

- Financial and budget matters;
- The Directors act as attorneys on the EDIFICE bank accounts
- Approve extraordinary expenditures of Max. 1500€ and within the total budgeted amount for extraordinary expenditures. Extraordinary expenditures are expenditures not included in the Cost Center definition. These have to be approved by 3 Directors. The Chair, Treasurer or Secretary must be one of the decision takers. The Treasurer has to be copied on all requests and decisions taken. Expenditures greater than 1500€ are to be approved by resolution.
- The policy of EDIFICE;
- Represent EDIFICE in contacts with other organizations;
- Appointment and supervision of a Permanent Secretariat that may assist the Directorate with regard to its tasks;
- Definition of the operational procedures of all bodies of EDIFICE including the procedures to elect Directors, meeting and decision making procedures, document structure, conflict solving;
- Act as final escalation level within EDIFICE;
- Collection and maintenance of the complete documentation of work of EDIFICE (incl. protocols, released documents, Voting results etc.);
- Handling of releases of documents to external entities, bodies etc;
- Final approval of decisions made by the Task Groups or any other committee;
- All other tasks in this Memorandum of Understanding designated to the Directors.

3.2.1 The Chair

The Chair:

- Promotes the EDIFICE vision as formulated in the Objectives,
- Manages the conditions enabling Task Groups to fulfil their charters and
- Chairs the Plenary and Directorate' Meetings.

At the last Plenary Meeting of the calendar year the Chair will present the operational budget and the set of Goals that are to be achieved in the coming calendar year.

3.2.2 The Vice Chairs

The Vice Chairs support the Chair in her/his activities or replaces her/him in times of absence.

The Vice Chairs can be assigned responsibility for specific topics with an overall importance for EDIFICE, assist task groups and co-ordinate activities across the task groups.

3.2.3 The Secretary

The Secretary prepares the Plenary Meetings, monitors conformance to the Memorandum of Understanding and acts as liaison between Directors and the Permanent Secretariat.

The Secretary facilitates the external and internal communication.

3.2.4 The Treasurer

The Treasurer prepares the annual budget based on the yearly Goals.

The Treasurer controls income and expenditure, reports to Directors on performance against budget, acts as administrator of EDIFICE bank accounts and solicits inputs and prepares the annual budget process.

The Treasurer shall create and administer bank accounts as needed to manage EDIFICE funds.

The Treasurer shall provide a financial report to the Plenary Meeting each year on the results of the preceding financial year including the status of the bank accounts, receipts and Expenditures.

3.2.5 Regional Chapter Chairs/Vice Chairs

EDIFICE has regional chapters in the Americas and in Asia-Pacific in support of the global EDIFICE organisation, based in Europe.

An EDIFICE Chapter:

- Is a regional group of member representatives that meets on a regular basis with the objectives to scan the market identifying the regional requirements related to B2B and Supply Chain challenges
- Has a Chair and a Vice-Chair for the tenure of two-years. Both are appointed Vice-Chair of the EDIFICE global organisation and provide a regular status report to the EDIFICE Directorate.
- Grows the regional membership
- Organises regional conferences identifying hosts, venues, sponsorship, theme and speakers

Expansion or changes to the regional chapters is upon the discretion of the EDIFICE Directorate. After acceptance by the Directorate the membership needs to approve.

3.2.6 Election of Directors

A Plenary Meeting held in Europe will elect a Chair, 2 Vice-Chairs, Secretary and Treasurer. Any Representative may volunteer, or be nominated for election to office.

Each of the Chapters will elect a chair and Vice-Chair at their Plenary meeting.

The Chair, Vice Chairs, Secretary and Treasurer have a tenure of two years. Elections for Chair and Treasurer shall preferably be held at separate Plenary Meetings.

No Representative may for the same period be appointed to more than one of the Director positions of Chair, Vice Chair, Secretary or Treasurer.

For EDIFICE a member company which is a regular or small company member can hold a maximum of 2 directorate positions. Member companies of any other membership type can't hold directorate positions.

The positions of Chair, Treasurer and Secretary must be elected from different member companies. Within the Chapters the Chair and Vice Chair shall be elected from different member companies.

3.2.7 Leaving the member company / Relocation

Any EDIFICE directorate position will end at the same time the employment of the member representative with the member company ends. The remaining directors will share into the duties of the vacant position until a successor has been elected; elections are to be held with the next appropriate meeting.

For EDIFICE Directors function of the Chair, Secretary and Treasurer, a relocation to a base outside of Europe the directorate position will end at the time that the relocation becomes effective.

3.2.8 Removal from Office

If a Director is deemed not to be performing his or her duties, or is deemed to be seriously misbehaving in office, the Director may be removed at any time from office by vote of two thirds of the Plenary Meeting.

3.3 Permanent Secretariat

The Directorate shall establish a Permanent Secretariat, which then shall work under the direction of the Secretary.

The Permanent Secretariat supports the association in its effort to achieve its Objectives and Goals. The Secretary sets up an annual work plan with the Permanent Secretariat, which is then approved by Resolution of the Directors. The Permanent Secretariat acts on specified items in the work plan, items authorised by the Plenary Meeting and items delegated by Directors. The Permanent Secretariat reports to the Secretary.

The permanent secretariat's contact details are published on the official and public EDIFICE web site www.edifice.org/contacts.htm.

3.4 Task Groups

Specific work items, which support the Objectives of EDIFICE, are undertaken by Task Groups. The primary deliverables from Task Groups are proposals for Endorsed Documents.

The Task Group mission statement, objectives, goals, position papers and deliverables are approved by Resolution of the Plenary Meeting.

Papers and Documents, which have not been endorsed by the Plenary Meeting, may be circulated outside the Task Group, but must be clearly marked as a draft version.

When a work item is accomplished the Task Group is either dissolved or assigned to maintenance mode.

3.4.1 Task Group Members

Task Group working Members may be invited from any source, whether Members of EDIFICE or not. Task Group Members who are not EDIFICE Members may be invited to Plenary Meetings as Observers.

The participation in a Task Group is free of charge, however all Members should make provision for their own costs.

3.4.2 Task Group Chair

Each Task Group shall be formed under a Task Group Chair elected-re/elected by its working Members for a tenure decided by the group. The tenure of the Task Group Chair shall be one year.

The Chair of a Task Group must be a Representative of an EDIFICE Member company which is a regular or small company member.

If judged appropriate by the working Members a Task Group Vice Chair may be elected.

The election of a Task Group Chair shall be approved by Resolution of the Plenary Meeting.

The Task Group Chair has full responsibility for the operation of the group and reports to each Plenary Meeting on the progress of the work of the group.

6 weeks before the last plenary of the calendar year each Task Group Chair will present the operational budget and the set of goals that are to be achieved in the Task Group in the coming calendar year to the Directorate.

4 Plenary Meeting

A general assembly of Member representatives is called a Plenary Meeting. EDIFICE will be managed by Plenary Meetings. The Plenary Meeting is the owner of the Framework for B2B.

The Plenary Meeting shall have an agenda primarily organized around the Objectives of EDIFICE.

External speakers (non-members) may request to be reimbursed for their travel expenses. The approval of the reimbursed amount follows the rules defined in section 3.2 Directors.

There will be at least three Plenary Meetings per year (minimum ONE in each Region). Each Plenary Meeting will be planned at least one meeting ahead and convened by the Directors.

One fifth of the Members may demand an exceptional Plenary Meeting to be convened by the Directors. No less than four weeks notice shall be given. Minutes of the Plenary Meeting will be taken and distributed by the Secretary. Plenary Meetings are free of charge, however all Members should make provision for their own costs.

4.1 Resolutions

The Plenary Meeting will take all decisions as stipulated in the various clauses of this Memorandum of Understanding by Resolution.

In order to ensure adequate consultation, matters raised in one Plenary Meeting will not be voted on until the following Plenary Meeting. Minor items may be raised as a Resolution during a Plenary Meeting and voted upon in the same Plenary Meeting.

Proposed Resolutions must be communicated to the Secretary who makes them available to the Members at least two weeks before Voting.

4.1.1 Voting

Each Member, except for Sponsored Members, has one vote, which must be cast by his designated Representatives, or an officially notified substitute. Sponsored members have no voting rights.

Members who are unable to attend a Plenary Meeting may cast their vote by notifying the Chair or the Secretary in writing prior to the Plenary Meeting.

4.1.2 Approval of Resolutions

Resolutions are approved:

- If a quorum of at least one third of all Members with voting rights have cast their vote (for, against or abstain), and
- If a simple majority of all Members Voting have voted in favour,

In the event a decision cannot be made because of the absence of a quorum, the matter shall be decided at the following Plenary Meeting whether or not a quorum is available.

All Resolutions and Voting results are published in the minutes.

4.1.3 Remote Voting

In the event a decision needs to be taken outside the Plenary Meeting, the EDIFICE Directors may decide to call upon the Remote Voting procedure. To enable the remote Voting procedure the following must be communicated to Members by the Secretary at least two weeks before the due date for casting votes:

- The Resolution,

- Full identification of documents referred to in the Resolution and instructions on obtaining copies,
 - The latest date on which votes will be accepted,
 - The communication channel for casting votes.
- Besides this the Remote Voting procedure is following the normal Voting procedure.

4.2 Observers at Plenary Meetings

EDIFICE may invite observer companies and institutions. Observers may be admitted to EDIFICE meetings at the discretion of the Members, and be accorded speaking, but not Voting rights.

Non-member companies may attend one Plenary meeting free of charge. When they register for a subsequent Plenary the company will be charged a participation fee per person registering for the Plenary.

The amount of the Observer participation fee is decided by Resolution.

Certain parties may be conferred permanent Observer status at the discretion of the Members.

A non-permanent Observer is asked to join EDIFICE no later than six months after the first attendance as Observer at a Plenary Meeting.

5 Finance

The financial year of EDIFICE is the calendar year.

5.1 Membership Fees

Once a year the Annual Membership Fee shall be fixed by Resolution such that the normal annual revenue covers normal running expenses taking the status of the reserves into account. The level of the reserves is defined by Resolution.

Membership Fees shall be used to further the Objectives of EDIFICE.

New Members in the first quarter of the year pay the full Annual Membership Fee, those joining in the second quarter pay three quarters, joining third quarter pay half and those joining in the last quarter pay one quarter of the Annual Membership Fee.

EDIFICE opens up membership to Small High Tech Consultancy companies. Companies with maximum 10 employees can sign up as a member and pay a reduced yearly membership fee. This member will have full member rights (i.e. a vote on all policy matters and the right to stand as candidate for a Directors or Task Group Chair position).

EDIFICE allows each member to invite 2 sponsored members at any time. (see section 3.1.1 Types of Membership for details). The maximum number of sponsored members per member and the fees for sponsored members shall be fixed by Resolution. Sponsored members will have no voting rights and no rights to stand as candidate for a Directors or Task Group Chair position).

Note: At introduction, there will be a maximum number of 2 sponsored members per member and no extra fee for sponsored members.

Member companies bringing in new members, who were not sponsored members before, are granted a 25% discount per new member on their contribution of the coming year. (The 25% is calculated on the fee that the new member has paid).

The application form will request the new member to state the name of the member representative that invited them to join the organisation

5.2 Budget and Expenditure

At the end of each calendar year a budget plan is approved by Resolution. This Plan includes a total amount for 'Extraordinary expenditures' that can be used according to the rules defined in section 3.2 Directors.

Except as otherwise explicitly provided for in this Memorandum of Understanding, all costs and expenses incurred by any Member in carrying out its obligations under this Memorandum of Understanding shall be paid by the Member that incurred the expense.

5.3 Grants and Donations

EDIFICE welcomes and appreciates Grants and Donations from its Members and other supporters. Grants can be applied to specific projects and activities.

Donations, in whatever form, allow EDIFICE to offer new programs in a timely manner, maintain Membership Fee levels, and increase services to all Members. If a Member has the opportunity to receive external funds arising from EDIFICE activities, it must inform EDIFICE.

5.4 Assets and Liabilities

The liabilities and obligations of the association EDIFICE shall be enforced exclusively against its assets and no Member shall have any individual liability for

any liabilities or obligations of EDIFICE. A Member's liability vis-à-vis EDIFICE is limited to the payment of its Annual Membership Fee and such payment (if any) as decided by the Plenary Meeting pursuant to this Memorandum of Understanding.

In case of dissolution of EDIFICE all Assets and Liabilities of EDIFICE shall be allocated in equal shares among the Members at the time of dissolution.

5.5 Financial Audit

Once a year, the EDIFICE annual financial report and bookkeeping shall be audited by two Representatives designated by Resolution who will report their findings to the Plenary Meeting.

The auditors shall not be a representative of a member company which is a sponsored member or a member company holding directorate positions.

If deemed necessary the Plenary Meeting may authorize by Resolution a fiduciary to further audit the bookkeeping.

5.6 Bank accounts

The EDIFICE Directors, responsible for all budget and financial matters, act as attorneys on the EDIFICE bank accounts. At least three Directors will register as attorney. All bank account attorneys should be resident in one of the member states of the European Union.

For any transaction on the EDIFICE bank accounts, the attorneys have joint signature for two.

EDIFICE bank account attorneys authorize the permanent secretariat to execute bank payments via electronic Banking and/or Credit card.

6 Information and Intellectual Property

Anything produced by EDIFICE and its Task Groups is the joint property of EDIFICE and may be used freely by all Members without restriction, in support of the Objectives.

Anything produced by external organizations on behalf of EDIFICE must be made available to all Members.

Internal, proprietary developments and utilization of company know-how are not restricted by, and not subject to this Memorandum of Understanding.

6.1 Endorsement of Documents

The guidelines and specifications, which comprise the EDIFICE Framework for B2B, are known as 'Endorsed Documents'. Endorsed Documents are approved by Resolution.

EDIFICE Endorsed Documents are protected by copyright. If the content of such Documents is changed, they may not be distributed under the name of EDIFICE. Members may at their own discretion distribute any number of copies of EDIFICE Endorsed Documents to their trading partners.

Selected EDIFICE Endorsed Documents may be accessed by Non-EDIFICE parties from the public area of the EDIFICE web site in read-only format. These Documents remain the joint property of EDIFICE and are protected by copyright. The selection of such Documents to be made available in this manner shall be determined by the EDIFICE Membership and approved by Resolution.

6.2 Use of EDIFICE Name

The name 'EDIFICE' shall be used only to further the Objectives of EDIFICE.

The use of the name 'EDIFICE' for specific projects requires approval by Resolution.

The name 'EDIFICE' shall not be connected to specific commercial profit-making operations, unless approved by Resolution.

7 Representation and Cooperation

Standardisation Bodies and External Organisations with whom a Cooperation Agreement has been made will be notified of this Memorandum of Understanding and any changes to it.

7.1 Representation to Standardisation Bodies

EDIFICE may resolve that individual, designated Representatives perform a liaison role by representing EDIFICE on Standardisation Bodies dealing with aspects of B2B.

Unless resolved otherwise, the Chair, Vice Chairs and Secretary will represent EDIFICE at the appropriate management level.

Task Group Chairs will represent EDIFICE at the appropriate equivalent external committees or working groups, or will appoint Task Group working Members to act as external representatives on behalf of the Task Group. If the Chair of a Task Group appoints a delegate to act as external representative, the Chair will inform the Plenary Meeting of this fact.

Members who represent EDIFICE at external events (e.g. speaking engagements) will be reimbursed by EDIFICE if their respective company does not accept to carry the related costs. The approval of the amount that will be reimbursed follows the rules defined 3.2 Directors.

7.2 Cooperation with other External Organisations

EDIFICE may cooperate with External Organisations other than Standardisation Bodies.

If this Cooperation is of a formal nature a Cooperation Agreement should be made with the other party before any work is done together. Such an agreement will clearly state the objectives, goals, benefits, constraints and financial implications. The Plenary Meeting shall approve the Cooperation Agreement by Resolution.

Agreements between EDIFICE and External organisations can be established upon request from membership. Proposals shall be presented to Plenary and upon approval shall be documented in the Membership area on the web.

Representatives from Liaison organisations with whom EDIFICE has such a gentlemen's agreement will have no voting rights and will not participate in the member session at Plenary.

8 Arbitration

The Members agree to attempt to settle any claim or controversy arising out of this Memorandum of Understanding through consultation and negotiation in the spirit of mutual cooperation.

All disputes arising out of or in connection with the present Memorandum of Understanding, including any question regarding its existence, validity or termination that cannot be settled through consultation and negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Brussels, by three (3) arbitrators appointed in accordance with the said Rules.

Each party shall nominate one (1) arbitrator for confirmation by the competent authority under the applicable Rules (Appointing Authority). Both arbitrators shall agree on the third arbitrator within thirty (30) days. Should the two arbitrators fail, within the above time limit, to reach agreement on the third arbitrator, the latter shall be appointed by the Appointing Authority. If there are two or more defendants, any nomination of any arbitrator by or on behalf of such defendants must be by joint agreement between them. If such defendants fail, within the time limit fixed by the Appointing Authority, to agree on such joint nomination, the proceedings against each of them must be separated.

The seat of arbitration shall be Brussels, Belgium. The procedural law of this place shall apply where the Rules are silent.

Nothing in this Section shall prevent either Member from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to a party.

9 Modification of the Memorandum of Understanding

This Memorandum of Understanding becomes effective upon Resolution. Modification of the Memorandum of Understanding may only be made by Resolution.

Changes to the previous issue shall be documented in an annex 'Comparison to Previous Issue'. This annex forms an indivisible part of the Memorandum of Understanding.

10 Appendix 1 Comparison to previous issues

V9.1 Dated 1 June 2015

Section 2.1 Name and Seat

Address change from Switzerland to BELGIUM

Section 8 Arbitration

The seat of arbitration changed from Geneva CH to Brussels, BE

V9.0 Dated 17 February 2014

Section 3.1 Membership

Types of Membership (new sub-title under 3.1 before 3.1.1)

- Regular

The regular membership applies to any company or institution which does not qualify for any of the other membership types. Regular members can host up to two sponsored members at any period of time.

- Small Company

The small company membership can be applied to any company with a maximum of 10 employees which does not belong to a subsequent listed membership type.

- Liaison

The liaison membership can be granted by EDIFICE to other non-profit organizations which are co-operating with EDIFICE in the space of B2B integration.

- Sponsored Membership

The sponsored membership can be applied for a non-extendable period of one year to a company which has been sponsored by a Regular member and which qualifies based on the below rules:

o The sponsored member company must be a B2B user and, if it is also a B2B service provider, must not participate in that capacity.

o The sponsored member company has not been a member of EDIFICE during a period of 5 years before joining as a sponsored member, regardless of the membership type.

o The regular member sponsoring the sponsored member has already paid its own membership fee for the year during which the sponsored membership starts.

A company cannot be a Sponsored Member of more than one Regular Member within a ten year time-frame.

The sponsored member can attend all meetings and participate in Task Groups

3.1.1. Admission of Member (will become 3.1.2)

Any company or institution who identifies itself with the Mission Statement and the Objectives of EDIFICE can apply for Membership to EDIFICE, by submission in writing to the Chair or Secretary.

A sponsored member is admitted by the submission of the sponsoring member and its own written statement to comply with this Memorandum of Understanding, if all other criteria for a sponsored membership are met.

For all other types of membership the below rules apply:

- New Parties will be admitted by Resolution of the Plenary Meeting. The approval shall not be denied without objective and non-discriminatory reasons.
- Any new Member is informed about this Memorandum of Understanding. The payment of the Membership Fee is deemed to constitute understanding and acceptance of the clauses of this Memorandum of Understanding.
 - 3.1.2 Termination of Membership (will become 3.1.3)
 - 3.1.3 Revocation of Membership (will become 3.1.4)

Section 3.2 Directors

3.2.new Regional Chapter Chairs/Vice Chairs (will be 3.2.5)

Add contents from 2.4, clean up there

3.2.5 Election of Directors (will become 3.2.6)

Extract from current section 3.2.5 paragraph 5

For EDIFICE a member company can hold a maximum of 2 directorate positions. The positions of Chair, Treasurer and Secretary must be elected from different member companies. Within the Chapters the Chair and Vice Chair shall be elected from different member companies.

New version for this paragraph

For EDIFICE a member company which is a regular or small company member can hold a maximum of 2 directorate positions. Member companies of any other membership type can't hold directorate positions.

The positions of Chair, Treasurer and Secretary must be elected from different member companies. Within the Chapters the Chair and Vice Chair shall be elected from different member companies.

3.2.new Leaving the member company / Relocation (will be 3.2.7)

Any EDIFICE directorate position will end at the same time the employment of the member representative with the member company ends. The remaining directors will share into the duties of the vacant position until a successor has been elected; elections are to be held with the next appropriate meeting.

For EDIFICE Directors function of the Chair, Secretary and Treasurer, a relocation to a base outside of Europe the directorate position will end at the time that the relocation becomes effective.

3.2.6 Removal from Office (will become 3.2.8)

Section 3.4 Task Groups

3.4.2 Task Group Chairs

Extract from current section 3.4.2 paragraph 2

The Chair of a Task Group must be a Representative of an EDIFICE Member company.

New version for this paragraph

The Chair of a Task Group must be a Representative of an EDIFICE Member company which is a regular or small company member.

Section 4.1 Resolutions

4.1.1 Voting

Extract from current section 4.1.1

Each Member has one vote, which must be cast by his designated Representatives, or an officially notified substitute.

Members who are unable to attend a Plenary Meeting may cast their vote by notifying the Chair or the Secretary in writing prior to the Plenary Meeting.

New version for this paragraph

Each Member, except for Sponsored Members, has one vote, which must be cast by his designated Representatives, or an officially notified substitute. Sponsored members have no voting rights.

Members who are unable to attend a Plenary Meeting may cast their vote by notifying the Chair or the Secretary in writing prior to the Plenary Meeting.

4.1.2 Approval of resolutions

Extract from current section 4.1.2

Resolutions are approved:

- If a simple majority of all Members Voting have voted in favour, and
- If a quorum of at least one third of all Members have cast their vote (for, against or abstain).

New version for this paragraph

Resolutions are approved:

- If a quorum of at least one third of all Members with voting rights have cast their vote (for, against or abstain), and
- If a simple majority of all Members Voting have voted in favour,

Section 5.1 Membership Fees

New paragraph to be inserted after paragraph 2

EDIFICE allows each member to invite 2 sponsored members at any time. (see section 3.1.1 Types of Membership for details). The maximum number of sponsored members per member and the fees for sponsored members shall be fixed by Resolution. Sponsored members will have no voting rights and no rights to stand as candidate for a Directors or Task Group Chair position).

Note: At introduction, there will be a maximum number of 2 sponsored members per member and no extra fee for sponsored members.

Extract from current section 5.1 paragraph 3

Member companies bringing in new members are granted a 25% discount per new member on their contribution of the coming year. (The 25% is calculated on the fee that the new member will pay).

New version for this paragraph

Member companies bringing in new members, who were not sponsored members before, are granted a 25% discount per new member on their contribution of the coming year. (The 25% is calculated on the fee that the new member has paid).

Section 5.5 Financial Audit

Extract from current section 5.5 paragraph 1

Once a year, the EDIFICE annual financial report and bookkeeping shall be audited by two Representatives designated by Resolution who will report their findings to the Plenary Meeting. If deemed necessary the Plenary Meeting may authorize by Resolution a fiduciary to further audit the bookkeeping.

New version for this paragraph

Once a year, the EDIFICE annual financial report and bookkeeping shall be audited by two Representatives designated by Resolution who will report their findings to the Plenary Meeting.

The auditors shall not be a representative of a member company which is a sponsored member or a member company holding directorate positions.

If deemed necessary the Plenary Meeting may authorize by Resolution a fiduciary to further audit the bookkeeping.

V8.0 Dated 18 October 2012

Removal of all instances referring to European territory.

Addition of paragraph 2.4 Regional Chapters

Paragraph 3.2 Directors

The Functions of Chair, Secretary and Treasurer shall be filled by people based in Europe. Each Chapter will elect two Vice-Chairs.

Paragraph 3.4.2 Task Group Chair

6 weeks before the last plenary of the calendar year each Task Group Chair will present the operational budget and the set of goals that are to be achieved in the Task Group in the coming calendar year to the Directorate

Paragraph 3.2.5 Election of Directors

A Plenary Meeting held in Europe will elect a Chair, 2 Vice-Chairs, Secretary and Treasurer. Any Representative may volunteer, or be nominated for election to office.

Each of the Chapters will elect a chair and Vice-Chair at their Plenary meeting.

The Chair, Vice Chairs, Secretary and Treasurer have a tenure of two years.

For EDIFICE a member company can hold a maximum of 2 directorate positions. The positions of Chair, Treasurer and Secretary must be elected from different member companies. Within the Chapters the Chair and Vice Chair shall be elected from different member companies.

Paragraph 5.6 Bank Accounts: All bank account attorneys should be resident in one of the member states of the European Union

V7.0 – endorsed on 8 April 2011

Housekeeping review

New paragraph on Observer fees in Clause 4.2

New paragraphs on: Small High Tech company membership at reduced fee and Discounted fee for members bringing in a new member in clause 5.1

V6.0 – endorsed 2 March 2011

Housekeeping review: in paragraphs 2.1, 3.2 and 5.6.

V5.0 – endorsed 24 September 2008

The denomination of „Officers“ is changed to „Directors“. the former Officers group is known as Directorate.

3.2 Directors

Expenditures smaller Euro 1.500 if not included in the budget plan is replaced by:

Approve extraordinary expenditures of Max. 1500€ . and within the total budgeted amount for extraordinary expenditures. Extraordinary expenditures are expenditures not included in the Cost Center definition. These have to be approved by 3 Directors. The Treasurer is preferably one of the decision takers. In case of unavailability of the Treasurer he/she will be copied on all requests and decisions taken. Expenditures greater than 1500€ are to be approved by resolution.

4. Plenary meeting

Addition of: External speakers (non-members) may request to be reimbursed for their travel expenses. The approval of the reimbursed amount follows the rules defined in section 3.2 Directors.

5.2 Budget and Expenditure

Addition of: This Plan includes a total amount for 'Extraordinary expenditures' that can be used according to the rules defined in section 3.2 Directors.

Remove:

7.1 Representation to Standardisation Bodies

Addition of: Members who represent EDIFICE at external events (e.g. speaking engagements) will be reimbursed by EDIFICE if their respective company does not accept to carry the related costs. The approval of the amount that will be reimbursed follows the rules defined 3.2 Directors.

7.2 Cooperation with other External Organisations

Addition of: Informal agreements i.e. Gentlemen's agreements between EDIFICE and External organisations can be established upon request from membership. Proposals shall be presented to Plenary and upon approval shall be documented in the Membership area on the web.

Representatives from Liaison organisations with whom EDIFICE has such a gentlemen's agreement will have no voting rights and will not participate in the member session at Plenary.

V4.0 – endorsed 28 May 2008

4. Plenary meetings

There shall be at least 3 Plenary meetings

5.1 Membership fees

remove all references to Entrance fee.

V3.1 – v3.0 endorsed 29 November 2003

Paragraph 3.2 Officers

Addition of sentence:

The duties and competences of the Officers include Resolutions on:

- Expenditures smaller Euro 1.500 if not included in the budget plan

Paragraph 3.4.2 Task Group Chair

Addition of sentence:

At the last Plenary Meeting of the calendar year each Task Group Chair will present the operational budget and the set of goals that are to be achieved in the Task Group in the coming calendar year.

Paragraph 5.2 Expenditure

Change title and first sentence to:

5.2 Budget and Expenditure

At the end of each calendar year a budget plan is approved by Resolution. Expenditures, which were not part of the budget plan and exceed Euro 1.500 are authorized by Resolution. Signature of at least two Officers shall be required for all payments