



SCIENCE BASED TARGETS NETWORK  
GLOBAL COMMONS ALLIANCE

# Corporate Engagement Program *Pledge*

All life on Earth, including human life, depends on clean air and water, rich biodiversity, healthy soils and oceans, and a stable climate. These are the Global Commons: the shared resources that ensure a habitable planet where we can all thrive.

We acknowledge that impacts from human activities are the primary drivers of environmental change on our planet and that we – as part of the public and private sectors that contribute to our economic system – can influence this trajectory of change in positive ways.

We envision a global economy in which companies and cities operate within environmental boundaries on a socially equitable basis, and we see science-based targets (SBTs) as a key enabler of this vision.

We need methods and guidance on science-based target setting which are grounded in an understanding of the safe limits of the planet – building on the [Science Based Targets initiative](#) for climate – for freshwater, land, ocean and biodiversity so that we can secure a safe and just future. These challenges are bigger than any one NGO, company, financial institution, sector, city or coalition can tackle alone – these targets and guidance will advance alignment across social, environmental and corporate agendas and advance multi-stakeholder collaboration toward globally shared goals. For each of us, SBTs can ensure we are doing our part to bring about a healthy future.

We are encouraged by the [Science Based Targets Network](#)'s endeavor to develop these methods and guidance in collaboration with leading NGOs, international organizations and academic institutions. As part of the [Global Commons Alliance](#), their ambition is to define what it takes to maintain the stability of the whole Earth system, as informed by the [Earth Commission](#), and based upon this, to provide pathways for companies and cities to thrive in a state of harmony with the planet, and to engage leaders and the public in transforming our economic systems to maintain a safe operating space for life on Earth.

In the spirit of collaboration, we commit to work with the Science Based Targets Network to road-test and provide feedback on the methods, guidance and tools for setting a science-based target for nature. We agree to promote SBTN within our organizations and with companies in our networks. As a company, we will strongly consider setting science-based targets when final methods become available. As an industry coalition or consultancy, we will strongly encourage our clients or members to consider setting science-based targets when final methods become available.

# TERMS OF USE FOR SCIENCE BASED TARGETS NETWORK CORPORATE ENGAGEMENT PROGRAM

These Terms of Use set forth the terms and conditions under which you or the entity or company you represent (collectively “you” or “your”, “participants”) may join the Science Based Targets Network Corporate Engagement Program (the “Program”) located at <https://sciencebasedtargetsnetwork.org/join-the-sbtn-corporate-engagement-program/>.

The Science Based Targets Network (SBTN or we) is a sponsored project of Rockefeller Philanthropy Advisors (RPA). It aims to enable companies and cities to operate in environmentally sustainable ways to restore balance to Earth's interrelated systems of freshwater, biodiversity, land and ocean alongside climate. It is a key component of the Global Commons Alliance, a network of organizations working together to positively transform the world's economic systems and protect the global commons, also housed at RPA. It comprises a wide range of organizations working together to provide science-based targets (SBTs) for companies and cities (SBTN Partners).

The Program and all information that will be shared by SBTN are owned by SBTN. By signing up to the Program, using the Program, receiving information provided by SBTN or submitting information to the Program, you agree to be bound by these Terms of Use.

## 1. Purpose of the Program

The purpose of the Program is to provide opportunities for feedback (and potentially, pilot testing) into the methods, tools, and initial guidance for business developed by SBTN (Guidance). Through the Program, SBTN will also gather information on key questions and barriers to the methods with the intent of addressing them within product development.

By signing up to the Program, you become a participant (Participant) in the Program and you will receive some minimum level of communication materials that you may use to promote the Guidance to your industry networks.

## 2. Requirements on your use of the Program

In order to join the Program, you commit to undertake the following actions:

	Requirement	Notes	Due in	Estimated time
1	Sign up to take part in the Corporate Engagement Program on the <a href="#">SBTN website</a> .			5 minutes
2	Sign and return the <a href="#">Terms of Use</a> , provide a transparent PNG of your organization logo, and share social media accounts. <a href="#">Upload your documents using this form</a> .	Terms of Use needs to be signed by: •Companies: Most senior sustainability staff member •Consultancies and industry coalitions: Executive leadership team member	1 week	20 minutes to read and time to get internal approvals varies by organization.

	Requirement	Notes	Due in	Estimated time
3	Ask members of your organization who wish to be included in membership communications to <a href="#">complete this form</a> .		1 week	5 minutes
4	<a href="#">Pay the fee for participation</a> .	<ul style="list-style-type: none"> <li>•Companies and consultancies: See overview document for detailed table</li> <li>•Industry coalitions: No fee</li> </ul>	1 month	20 minutes
5	Review and <a href="#">provide feedback</a> on SBTN's first product: <a href="#">Science-Based Targets for Nature Initial Guidance for Business</a> .		1 month	1 day
6	Conduct step one of the guidance on value chain mapping / materiality assessment and provide feedback.	<ul style="list-style-type: none"> <li>•Consultancies: Complete with at least one client</li> <li>•Industry coalitions: Not applicable</li> </ul>	1 year	If doing this for the first time, it could take several weeks to months, and may require the assistance of a consultant. If an assessment has already been done, this may take a few days or more, possibly with the help of a consultant, to cross-reference with the guidance and check for gaps.
7	Promote the value of science based targets (SBTs) for nature and <a href="#">report on activity</a> .	Promote: <ul style="list-style-type: none"> <li>•Companies: Within value chain and/or within company across brands/subsidiaries where applicable</li> <li>•Consultancies: With clients, where relevant</li> <li>•Industry coalitions: With members</li> </ul>	Annually	Depends. Can be as minimal as sharing the guidance and/or SBTN webinar opportunities.

### 3. Compliance with terms and requirements

In the event of non-compliance with these terms and/or the requirements and if you do not rectify such non-compliance with due diligence within 30 days after receipt of notice from SBTN, SBTN may, at its own discretion terminate your subscription to the Program without refund and remove your logo from the SBTN website without liability to SBTN.

### 4. Decision making

SBTN will inform and consult participants, as needed, on the methods, tools, and guidance. SBTN retains all decision-making responsibility and authority with respect to the methods, tools and guidance.

### 5. Voluntary additional opportunities for engagement

**5.1. Testing the Guidance:** During the term of the Program, SBTN may offer additional opportunities for engagement, which are to be determined. Participants shall choose where and on which impacts they wish to test the guidance. However, once the methods are finalized, companies that wish to set science-based targets for nature will be required to set targets on all material impacts, following the method guidelines.

**5.2. Engagement for subsidiaries:** During the term of the Program, we are allowing company and consultant subsidiaries to work independently with the SBTN in order to facilitate learning for all and to maximize corporate engagement, particularly with conglomerates/holding companies, and in developing countries and emerging markets. However, when the methods are complete, we may require companies to set targets at the parent company level – this will be decided by SBTN. Participating in the Corporate Engagement Program does not imply that your company is committed to or is setting a science-based

target for nature. Once the methods are finalized, we will create a new program that will enable your company, if you so choose, to commit and set targets.

## 6. Program fees

In consideration of the administrative costs that SBTN needs to recover, you shall pay a nominal one-time fee payment to SBTN within 30 days from your registration to the Program in accordance with the table below. If you opt for voluntary options of engagement that will be presented by SBTN on a rolling basis, you may be charged additional fees. Fees for initial engagement are presented below.

### 6.1 Companies and consultancies:

- Under \$50m revenue: \$500
- \$50m - \$1bn revenue: \$1000
- Over \$1bn revenue: \$2000

### 6.2 Industry coalitions:

- No fee

## 7. Submission of information to the Program by you

You may submit, manage and share information to the Program as indicated in the table above. Your information will be securely stored on SBTN's file server. This information will be aggregated with other participants' information for internal SBTN use only. SBTN will use your information only as necessary or appropriate for the operation of the Program as described herein. Where you need help on a specific topic related to setting a science-based target, we encourage you to work directly and independently with any SBTN Partners. Upon your registration, you shall designate one or more individuals within your organization as your representative responsible for submitting information to the Program.

Throughout 2020, the SBTN will not be in a position to provide advisory feedback or support. Please do share your support needs via [this link](#), as it will help us to understand key barriers and questions to be addressed and to scope potential solutions to that for 2021 forward.

With respect to your information as submitted to the Program, you agree as follows:

### 7.1 Representations, Warranties and Standards

**7.1.1 Ownership:** You represent and warrant that you own your information or possess all license rights in your information as are necessary for you to submit your information to the Program Platform for use in accordance with these Terms of Use. You retain these rights in your information, subject to SBTN's right to use your information as described herein.

**7.1.2. Accuracy and completeness:** You represent and warrant that, to the best of your knowledge, your information is true, accurate, unedited and complete.

### 7.2 Restrictions on your use of the Program

#### You will not:

- A. Transmit any information to the Program that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, or violates any other person's copyrights, privacy rights, trademarks, trade secrets or any other intellectual property rights, or rights in any confidential information.

- B. Transmit any information on or to the Program that is detrimental to, inconsistent with or outside the scope of purpose as described in these Terms of Use.
- C. Transmit any information to or from the Program, or use the Program, with the intent to threaten the safety of others or with the effect of causing a reasonable person to perceive a threat to his or her safety.

## **8. Roles and responsibilities**

The role of SBTN is to provide opportunities for feedback (and potentially, pilot testing) into the methods, tools, and guidance. SBTN will also gather information on key questions and barriers to the methods with the intent of addressing them within product development. SBTN will provide some minimum level of communication materials that participants may use to promote SBTN to their industry networks.

The role of participants is to provide feedback (and potentially, pilot test) the methods, tools, and guidance. Additionally, participants are responsible for promoting the value of SBTN to industry networks.

## **9. Communications guidelines**

The participants and SBTN will use the following language when referring to the companies' participation and will not portray or imply any other association or collaboration between the participants: "\_\_\_\_\_ is an SBTN Corporate Engagement Program participant, pledging alignment with SBTN's goals and vision and contributing advice and end-user insights to the development of SBTN methods and tools". Neither party is permitted to reference the other without prior written approval.

## **10. Intellectual property**

The Guidance is the product of the Science Based Targets Network. SBTN grants you a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual license to reproduce, distribute the initial guidance for business and all other materials, methods, information, products, and information developed by SBTN in accordance with the following license: The Creative Commons Attribution-NonCommercial 4.0 International license ("CC BY-NC"), the full text of which is available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode>.

## **11. Logo use of participants**

SBTN may use your name and logo on SBTN's website to identify you as a Participant to the Program as set forth in these Terms of Use. SBTN's use of your name and logo does not create any ownership right therein and all rights not granted to SBTN are reserved by you. Participants do not have the right under any circumstance to use SBTN's logo (e.g., on their website), but may refer to their participation in the Corporate Engagement Program.

## **12. Privacy policy**

All your personal information will be used by SBTN only as described in these Terms of Use, and as further described in the Science Based Targets Network Privacy Policy located at <https://sciencebasedtargetsnetwork.org/privacy-policy/> (the "Privacy Policy"). Your use of the Program constitutes your acceptance of and agreement to the Privacy Policy.

## **13. Disclaimers and limitations**

THE PROGRAM IS PROVIDED BY SBTN "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SBTN AND THE OTHER SBTN PARTNERS WILL HAVE NO LIABILITY RELATED TO THE PROGRAM OR THE INFORMATION UNDER INTELLECTUAL PROPERTY, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. SBTN DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF THE PROGRAM OR OF ANY CONTENT. SBTN DOES NOT WARRANT THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS; THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT THE INFORMATION IS ACCURATE, COMPLETE, RELIABLE OR CORRECT; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE PROGRAM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SBTN MAKES NO REPRESENTATION THAT THE PROGRAM IS APPROPRIATE OR WILL BE AVAILABLE FOR USE AT ALL TIMES OR LOCATIONS. ACCESS TO THE PROGRAM FROM TERRITORIES WHERE ITS USE IS ILLEGAL IS PROHIBITED.

#### **14. Release and indemnification**

You hereby release SBTN, the other SBTN Partners and the directors, trustees, officers, employees, independent contractors and agents of all thereof (collectively "Indemnitees") from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your access to or use of the PROGRAM. To the fullest extent permitted by law, you agree to indemnify, defend and hold the Indemnitees harmless from any and all third-party claims, including reasonable attorneys' fees, due to or arising from: A. Your registration to the Program; B. Your violation of these Terms of Use; C. Your information or any third party's use of your information and any reliance such other User or third party may make on the lawfulness, accuracy, completeness or usefulness of your information; D. Information that you receive from SBTN, including any reliance you may make on the lawfulness, accuracy all purposes of this Program; E. Your infringement or violation of any third party's copyright, trademark, other proprietary right, privacy right or publicity right, and any libel or violation of applicable law by you in connection with the PROGRAM or these Terms of Use. Notwithstanding the foregoing, the provisions of this Section 13 shall be inapplicable to any Participant where applicability of such provision to such Participant is prohibited by law or regulation, excluding conflict of law principles, of the United States or any State thereof.

#### **15. Term and termination**

The Program shall continue until June 2022, when the methods are close to completion (Term). You may terminate your participation in the Program at any time by sending a written notice to [corporate-engagement@sciencebasedgtargetsnetwork.org](mailto:corporate-engagement@sciencebasedgtargetsnetwork.org). Following your termination, your logo will be removed from the SBTN website and you shall not receive any further communication concerning the Program. Your fee is non-refundable.

#### **16. Confidentiality**

For all purposes of this Program, the term "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by you, either orally or in writing, or obtained by SBTN from a third party or any other source, concerning any aspect of the business or affairs of the Participant or its "affiliates". During the Term of this Program, SBTN shall receive and maintain all your Confidential Information in strict confidence. All Confidential Information provided by you shall be used by SBTN staff and hereto solely for the purposes of improving the methodologies, tools and the text of the

Guidance and shall not be disclosed to any third party without your prior consent.

The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over SBTN, by judicial or administrative process or otherwise by applicable law or regulation.

## **17. Governing law; Jurisdiction**

These Terms of Use shall be construed in accordance with the laws of the State of New York (without regard to conflicts of laws principles), and your obligations, rights and remedies shall be determined in accordance with such laws.

## **18. Reservation of Rights**

All rights not expressly granted to you by these Terms of Use are reserved by SBTN.

## **19. Amendments and updates**

SBTN may amend or update all or any portion of these Terms of Use at any time. If we make revisions, we shall inform you in an email. The current version of the Terms of Use, with the date of last revision, can be found at <https://sciencebasedtargetsnetwork.org/join-the-sbtn-corporate-engagement-program/>. Your continued use of these Terms following such notice will be deemed your acceptance of the revision.

## **20. Notices and other communications**

You consent to receive notices and other communications from SBTN, via the email address you have submitted to SBTN; it is your responsibility to keep this email address current. Notices and other communications from you to SBTN must be sent to [corporate-engagement@sciencebasedtargetsnetwork.org](mailto:corporate-engagement@sciencebasedtargetsnetwork.org).

*Date of last revision of these Terms of Use: January 12, 2021*

*By signing this Terms of Use, you agree to the Terms and Conditions of this document, and you indicate alignment and support of the SBTN Corporate Engagement Program pledge.*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title and Organization**