

Referral Program

SBTN Interim Decentralized Corporate Engagement Program through Design Phase

Overview

SBTN aims to help companies get ready to set SBTs for nature so they will be in a position to set and validate targets when the methods are complete. We think it is valuable for companies to prepare now as this target-setting process will require gathering data and establishing systems that companies may not already have while engaging with internal stakeholders, suppliers, and customers in a new way.

Because of SBTN's limited capacity to work directly with companies during our design phase, we invite interested service providers and NGOs to bridge the gap by participating in this Referral Program. SBTN will provide Referral Program participants with up-to-date information on technical development, promotional materials, and a readiness framework. We will include these participants on a **public referral list** and allow companies to select who they wish to hire or work with. Participants will report back to SBTN on which companies they are working with and provide high-level customer journey information.

Program Details

1. Service providers and NGOs wishing to join the Referral Program must sign a Terms of Use that includes a commitment to:
 - a. Use and stay up to speed on the latest technical development information, provided by SBTN, with companies that are “getting ready” to set SBTs for nature.
 - b. Indicate specific people within the organization who will be included under the agreement as well as any specific languages, regions, sectors, and other expertise or services that they wish to offer to potential corporate clients/partners (see Terms of Use section 2, “contact submission form”).
 - c. Over time, report minimal, high-level data on SBTN-related work with companies¹ to SBTN (see Terms of Use section 2, “reporting form”).
2. Interested **service provider organizations** must become a member of the SBTN Corporate Engagement Program, indicating a main Point of Contact who will liaise with SBTN Corporate Engagement Lead on technical questions, issues, and reporting on behalf of their organization.

¹ We respect participant NDAs which may prohibit disclosing company names. In such cases, we will ask for anonymized data. The purpose of reporting is to determine the number and types of companies that are getting ready to set an SBT for nature so that we can address any engagement gaps.

3. Interested **NGOs** must become formal SBTN partners, indicating a main Point of Contact who will liaise with SBTN Corporate Engagement Lead on technical questions, issues, and reporting on behalf of their organization.
4. SBTN will provide all listed referral individuals with access to our technical FAQs and informational webinars. We will also answer any questions not already addressed in the resources provided, but these questions must be delivered via the main Point of Contact to the SBTN Corporate Engagement Lead.
5. SBTN will provide a link on its public website to the live list of Referral Program participants (which will include the organization name and main point of contact). SBTN will not promote any specific NGO or service provider, allowing the market to decide. SBTN divests itself from any business relationship that develops via the Referral Program and indemnifies itself from any responsibility or liability for Referral Program participant performance.
6. SBTN will evaluate accreditation options and other service provider models with its partners over the next year and reserves the right to replace this program with a new one, once the methods are complete.
7. SBTN will establish communication claims for any participant working through this Referral Program.

TERMS OF USE FOR SCIENCE BASED TARGETS NETWORK *Referral 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 Referral Program (the “Program”) located at:

<https://drive.google.com/drive/folders/1dRZh9ua6lR6Jw1rNLs2PRidkkmkUtj9vy?usp=sharing>

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 (GCA), 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, i.e. methodologies / technical guidance are owned by its fiscal sponsor, Rockefeller Philanthropy Advisors. 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 1) enable SBTN to refer knowledgeable service providers and NGOs to companies who request assistance to prepare to set a Science Based Target for nature during SBTN’s design phase and to 2) track the progress of companies that decide to engage with a Referral Program participant. It will also serve as a means for willing participants to provide beta feedback to SBTN on draft tools and methods.

By signing up to the Program, you become a participant (Participant) in the Program and you will receive access to SBTN’s technical FAQs and informational webinars.

2. Requirements on your use of the Program

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

	Requirement Notes	
1	If you are a service provider organization, sign up for the Corporate Engagement Program on the SBTN website . If you are an NGO, sign the SBTN Partners’ Agreement.	You can obtain a copy of the partner agreement by emailing corporate-engagement@sbtnetwork.org .

2	Sign and return the Referral Program Terms of Use, indicating the Designated Point of Contact. The Point of Contact agrees to liaise with the SBTN Corporate Engagement Lead on any questions their organization may have and to submit reports tracking company progress on behalf of the organization.	Terms of Use needs to be signed by: Executive leadership team member. Point of Contact to be specified in the signed Terms of Use. SBTN must be notified in writing of any change in Point of Contact.
3	Indicate all contacts from your organization that would like to be included in the public referral list. For each contact, indicate their languages and regional/sector expertise. <i>NOTE: Anyone in your organization included in this referral list must abide by the Referral Program Terms.</i>	Use this contact submission form .
4	Pay the fee for participation in the Corporate Engagement Program (consultancies only).	See Corporate Engagement Program Overview for detailed payment table.
5	Review all technical FAQs and Corporate Engagement Program meeting recordings and agree to attend or review future Corporate Engagement Program sessions.	All individuals in the organization who are supporting and/or engaging with companies on SBTN agree to do this step.
6	Report the names of the companies you are working with on SBTs for nature, and on which Initial Guidance steps and/or issues methods the company is working on. If an NDA prohibits you from reporting the name of the company, report anonymized data as directed by SBTN*	Use this reporting form .
7	<i>Optional:</i> Work with companies to provide beta feedback, as directed by SBTN	

*All data provided will be anonymized before public release (unless explicit permission is granted to publish company names) and participants' NDAs shall be respected. See ToU section 5.1.1 for more details.

3. Compliance with terms and requirements

In the event of your 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. 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. Upon your registration, you shall designate one or more individuals within your organization as your representative responsible for submitting information to the Program.

SBTN will provide advisory feedback or support, on a limited capacity, where existing materials do not adequately address questions.

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

5.1 Representations, Warranties and Standards

5.1.1 Ownership: You represent and warrant that you own your information and have received consent from participating companies to comply with requirement 2.6 for use in accordance with these Terms of Use. SBTN will request you to provide the names of the companies you are working and on which SBT for nature steps and issues methods so that SBTN can track customer journey at a high level. SBTN may also invite you to get feedback from the companies you work with on draft guidance, methods and tools - providing such feedback is optional. SBTN respects participants' NDAs with those companies. All information provided will be anonymized before making it public. In the event that SBTN wishes to publicize the names of such companies, SBTN must get permission from the relevant participants first. You retain these rights in your information, subject to RPA's and SBTN's right to use your information as described herein.

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

5.2 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.
- D.** Transmit any of the technical information provided to you by SBTN beyond the companies you are working with for the purpose of this program.
- E.** Solicit Corporate Engagement Program members for the purpose of business development.

6. Roles and responsibilities

The role of SBTN is to provide technical information, in the form of recorded Corporate Engagement Program learning session webinars and technical FAQ to Referral Program participants, as the methods are

developed. SBTN also provides a framework to track and report company progress and a framework for providing optional company beta feedback on methods and tools.

The role of participants is to assist companies that enter into a voluntary agreement with them to prepare to set SBTs for nature, as defined by that agreement, using SBTN's most updated technical information as described above. Participants are also responsible for tracking and reporting the progress of the companies they are working with.

7. Communications guidelines

The participants of this program and SBTN will use the following language when referring to their participation and will not portray or imply any other association or collaboration between the participants: "_____ is an SBTN Referral Program participant, pledging alignment with SBTN's goals and vision and helping companies prepare to set science based targets for nature utilizing SBTN's guidance, methods and tools". If the participant is making a reference in a language other than English, they should use a direct translation of this statement. Neither party is permitted to reference the other without prior written approval.

8. Intellectual property

All information provided by SBTN or RPA through the Program is the product of RPA, unless otherwise stated. RPA grants you a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual license to reproduce, distribute the information provided through the Program and all other materials, methods, information, products, and information developed by SBTN or RPA for educational purposes 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>. Notwithstanding the foregoing sentence, any content related to or resulting from a Program technical FAQ or webinar shall be licensed to you only with a separate written agreement between you and RPA. To the extent that you participate in, provide, create, or contribute to the content of the Program (including technical FAQ, webinar content, or participant data submission), you grant RPA a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual license to use, reproduce, publish, perform, distribute, or create derivatives of such content.

9. Logo use of participants

SBTN may use your name and logo on SBTN's website to identify you as a Referral Program participant 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 Referral Program, partnership with SBTN and/or membership in the Corporate Engagement Program.

10. 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.

11. Disclaimers and limitations

You are responsible for evaluating the Program's advice and recommendations within the context of your business model and other knowledge known or available to you.

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, RPA, 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. RPA and SBTN DISCLAIM ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF THE PROGRAM OR OF ANY CONTENT. NEITHER RPA NOR SBTN WARRANTS 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. NEITHER RPA NOR SBTN MAKES A 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.

12. Release and indemnification

You hereby release RPA, 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 RPA or SBTN, including any reliance you may make on the lawfulness, accuracy of information, and the appropriateness of the recommendations made by SBTN or other participants in the 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 not apply 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; and F. Your performance, if hired by or working with a company as a result of being selected from the public referral list.

13. Term and termination

The Program shall continue until December 2023, 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@sciencebasedtargetsnetwork.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. SBTN may terminate your participation in the Program at any time by

written notice from corporate-engagement@sciencebasedtargetsnetwork.org.

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14. 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 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.

15. 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.

16. Reservation of Rights

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

17. Amendments and updates

RPA 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://drive.google.com/drive/folders/1dRZh9ua6lR6Jw1rNLs2PRidkmkUtj9vy?usp=sharing>. 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.

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Science Based Targets Network (SBTN) Antitrust Compliance Policy

It is the policy of SBTN to comply strictly with the letter and spirit of all applicable federal, state, and international trade regulations and antitrust laws. Any activities of the SBTN or SBTN-related actions of its staff, partners, members or participants that violate these regulations or laws are detrimental to the interests of SBTN and are contrary to SBTN policy. Antitrust law violations may result in civil and criminal penalties and/or imprisonment for companies and individuals involved in such violations.

Participation in the SBTN Corporate Engagement Program ("Program") by its very nature brings competitors together. Accordingly, it is necessary that all participants in this Program comply with this Antitrust Compliance Policy.

All Program sessions must have a clearly spelled out and proper purpose. Each session shall be conducted pursuant to a written agenda, circulated in advance (and the agenda shall provide more detail than "(1) old business, (2) new business, and (3) other").

All participants in the Program must avoid discussions and/or agreements regarding competitively sensitive topics such as prices, price lists, discounts, promotions, pricing policies, allowances, or any other matter related to price, profits or profit margins, costs, freight charges, currency fluctuations, accounting practices, production limits, volume levels, standardizing or differentiating products, formulas, credit terms and other conditions of sale, market shares, the geographic areas or types of customers served, relationships or terms of dealing with individual customers, future business plans or strategies, forecasts, company hiring practices or employee compensation information (wages and/or benefits). Additionally, participants (i) shall not engage in any discussions or agreements regarding any allocation of markets or division of customers and (ii) shall not discuss or enter into agreements to boycott a particular industry participant – including competitors, suppliers or customers. Even discussing legitimate trade abuses committed by certain firms could be characterized as a boycott and should not be raised. Similarly, participants shall not discuss or agree to take a particular course of action relative to a single participant or small group of participants. It is also important to avoid recommendations with respect to all the subjects mentioned in this paragraph.

Illegal, anti-competitive practices include, but are not limited to, agreements to fix prices, fees or wages, to allocate markets, to reduce the output of services or products, to engage in product boycotts or to refuse to deal with third parties. It does not matter what the reason for such an agreement might be. An antitrust violation does not require proof of a formal agreement. Just a discussion regarding a competitively sensitive topic, such as prices, fees or wages, followed by parallel action by those involved in or present at the discussion may be enough to show an illegal agreement. Therefore, all participants in the Program must avoid discussions about any of the competitively sensitive topics listed in this Antitrust Compliance Policy. Any discussions contrary to this direction must be immediately objected to; stopped; and reported to SBTN staff, SBTN legal counsel and your organization's legal counsel.

Participants shall not participate in any "rump sessions" or other "break out" meetings before, after or during Program sessions unless such meetings are approved in advance by SBTN staff and adhere to the requirements of this Antitrust Compliance Policy. In addition, participants shall not engage in discussions or conduct at social events incidental to Program sessions which would not be proper at the sessions themselves.

Statistical data collection and reporting programs shall relate only to past transactions, and data shall be reported in an aggregate form that does not permit identification of individual transactions or reporting companies. Participation in such programs shall always be voluntary.

SBTN will not develop standards or practices which restrict the business of any firm or individual.

Participants are reminded that they are not bound by opinions expressed, conclusions reached, recommendations made, or practices proposed at any SBTN-sponsored event and should confer with their legal counsel before implementing any actions that have the potential to be perceived as anti-competitive. Participants in the program must understand that this is a policy statement, but the mere existence of the policy does not reduce liability if you commit the unlawful act. Thus, SBTN will share this policy at the beginning of every learning session and encourages all participants to educate themselves about the law.

Date of last revision of these Terms of Use: August 8, 2022

Information on the Designated Point of Contact (as per requirement 2.2):

Name

Title

Email

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

Title and Organization Name

Date

