



# Corporate Engagement Program

## Overview

### About SBTN

The [Science Based Targets Network](#) (SBTN) aims to help create a global economy in which companies and cities operate within Earth's limits while meeting society's needs through the setting of science-based targets (SBTs) to transform their impact. The network aims to provide businesses - and eventually cities - with consensus guidance on how to restore balance to the global commons by operating within Earth's limits while meeting society's needs. It comprises 45+ organizations working together to provide science-based targets (SBTs) for companies and cities.

SBTN will develop measurable and actionable methodologies to support companies setting targets that are aligned with Earth's limits and societal sustainability goals.

Building from the success of the [Science Based Targets initiative](#) (SBTi) for climate, these new methods will integrate targets across land, biodiversity, freshwater and ocean, and will allow end-users to know if they are doing enough of the right actions to address their full value-chain impacts, in the right places on Earth. The methods will help end users quantify their contributions on delivering progress towards global goals and other sustainability commitments.

### About SBTN's Corporate Engagement Program (2020-2024)

SBTN's Corporate Engagement Program provides companies, consultancies, and industry coalitions with an opportunity to engage in the development of the methods, tools, and guidance between now and 2024 (with the possibility of program extension, depending on SBTN technical development progress). Our goal is to create methods and tools that build on what end-users are already doing and are as user-friendly and cost-effective to implement as possible.

### Benefits of participation<sup>1</sup>

- **Co-create:** Give feedback on the design to create more user-friendly and cost-effective methods and tools.
- **Get strategic insight:** Get strategic insight into the cutting-edge science and approaches to science-based targets for nature so you can better align your company's sustainability goals and strategy.

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<sup>1</sup> If your company is part of an industry coalition that joins, you will receive indirect benefits such as being informed by your coalition leadership of developments of the guidance. However, you will not be invited to directly engage in opportunities and your logo will not appear on our website.

- **Prioritize:** If your company wants to take action on nature and is not sure how to begin, SBTN's guidance offers tools and approaches to help companies understand and prioritize which issues and geographies to take action and what types of action to take.
- **Share:** SBTN offers participants a public platform to share use-cases on how you are implementing aspects of the initial guidance.
- **Indicate alignment:** Indicate your organization's alignment with SBTN's vision and goals.
- **Join learning sessions:** SBTN will conduct webinars on various topics for the participant community to address common questions.

**Note for financial sector participants:** The financial sector is critical both as a lever to engage corporate actors to set SBTs and to eventually set targets themselves. Within the climate sphere (SBTi), methods were first developed for corporates. After that, methods were developed specifically for the financial sector. SBTN will follow this precedent, but we welcome financial sector participation in the Corporate Engagement Program to get general feedback on our initial guidance for business, to create a venue to share how FIs can engage and promote SBTN, to understand how you are already communicating with clients, networks, etc. about climate & nature, and to equip you with the tools to do this more effectively.

### Minimum requirements, options, and conditions

- **Who can participate:** The program is open to all companies, consultancies, and their subsidiaries, as well as industry coalitions.
  - **Note for financial sector participants:** We invite financial institutions and service providers to join our Corporate Engagement Program.
- **Time Commitments:** We expect companies to participate for the life of the Corporate Engagement Program, which will end tentatively in December 2023, when the methods are close to completion. The program provides an array of options for engagement, from easy and low touch, to more involved, depending on your organization's capacity and interest.
  - **Note:** Some of the options will be open to all Participants, and others will be selective and may require additional fees to cover SBTN operational costs.

### Minimum requirements<sup>2</sup> to join the Corporate Engagement Program:

	Requirement <sup>3</sup>	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 Terms of Use, 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, industry coalitions, investors: leadership team member	1 week	20 minutes to read. Time to get internal approvals varies by organization.

<sup>2</sup> Committing to setting an SBT for climate via SBTi is encouraged but not required for participants. Visit the [SBTi's Step-by-Step webpage](#).

<sup>3</sup> In the event that a participant does not fulfill their requirements in the timeframe requested, they may be subject to removal from the program, without refunds.

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	Conduct Step 1 of the SBTN guidance (value chain mapping / materiality assessment) on part of your business <sup>4</sup> .	<p>This requirement will start Q3 2022, when the updated guidance for Steps 1 &amp; 2 is released.</p> <ul style="list-style-type: none"> <li>•Consultancies: Complete with at least one client</li> <li>•Industry coalitions/financial sector: Not applicable</li> </ul>	1 year (starting in Q3 2022)	<p>If doing this for the first time, it could take weeks to months, and may require the assistance of a consultant<sup>5</sup>.</p> <p>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 SBTN guidance and check for gaps.</p> <p>The goal of this requirement is to help companies get started, recognizing that it may take some time to gather the necessary data.</p>
6	Promote the value of science based targets (SBTs) for nature and <a href="#">report on activity</a> .	<p>Promote:</p> <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> <li>•Financial sector: With clients and networks</li> </ul>	Annually	Depends. Can be as minimal as sharing the guidance and/or SBTN webinar opportunities.
7	<p>Notify SBTN of any consultants engaged to provide services in connection with the Program.</p> <p>Ensure that any such consultant is using the most up-to-date versions of the Draft Products via the <a href="#">SBTN Members-Only site</a>.</p>	<p>Provide the name of any such consultant, along with a primary contact, to <a href="mailto:corporate-engagement@sbtnetwork.org">corporate-engagement@sbtnetwork.org</a></p> <p>Ensure that the consultant understands and agrees to maintain the confidentiality of the Draft Products as outlined in these terms of use.</p>	Ongoing	5 minutes
8	Provide feedback on draft methods, tools, and guidance as requested by SBTN.	<p>Members will be notified of opportunities as they arise. Opportunities may include: feedback forms, pilots, focus groups, design sprints, working groups, etc.</p>	Ongoing	Time requirements may vary by opportunity.

**Additional, voluntary options<sup>6</sup>:** We will be providing additional, voluntary options for engagement which we will present on a rolling basis. Examples of potential opportunities include: focus groups and webinar feedback sessions on the guidance, technical advisory groups, road-test each step of the guidance and provide feedback, road-test tools and methods and provide feedback, and pilot projects.

<sup>4</sup> Note that Step 1 will be released for public consultation in Q3 2022, then will be subject to review and approval in late 2022, with the final documents ready to use in Q1 2023. Content may change between mid-2022 and Q1 2023 as a result.

<sup>5</sup> Where companies choose to work with service providers to implement the steps above, the fees associated are the company's responsibility.

<sup>6</sup> These may require additional fees to cover SBTN operational costs.

**Roles and responsibilities:** The role of SBTN is to provide opportunities for feedback (and potentially, pilot testing) on 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 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.

**Oversight:** SBTN will keep track of your fulfillment of the above requirements. In the event that you do not fulfill their requirements in the timeframe requested, you may be subject to removal from the program with no refund.

**Decision-making:** Participants will be informed and consulted, as directed by SBTN, on various aspects of the methods, tools, and guidance. SBTN retains all decision-making responsibility and authority for decisions related to the methods, tools, and guidance.

**Expectations:** During the design phase, companies can 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.

**Note for subsidiaries:** During the design phase, 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.

**Feedback and support needs:** 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 of our SBTN partners. Throughout the duration of the Program, the SBTN will not be in a position to provide advisory feedback or support. However, please do share your support needs by sending a message to [corporate-engagement@sciencebasedtargetsnetwork.org](mailto:corporate-engagement@sciencebasedtargetsnetwork.org) as it will help us to understand key barriers and questions to be addressed and to scope potential solutions.

**Fees<sup>7</sup>:** Participants shall contribute a nominal one-time fee to help recover associated engagement and administrative costs. The fee table is below (no cost for industry coalitions):

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<sup>7</sup> Note that this fee does not cover the cost of individual consulting that your organization may need in order to meet requirements laid out in Table 1. Additional fees may be required for additional, more intensive engagement opportunities.

- Solopreneur under \$150K revenue: \$250
- Under \$50m revenue: \$500
- \$50m - \$1bn revenue: \$1000
- Over \$1bn revenue: \$2000

Industry coalitions, companies (including financial institutions), and consultancies with an interest and ability to provide additional funding support to SBTN beyond participation fees are encouraged to do so.

The Global Commons Alliance is supported by a group of funders known collectively as the Investor Collaborative, and hosted by a non-profit independent entity, Rockefeller Philanthropy Advisors, with additional funders providing grants to the Alliance organizations for work that is aligned with the Alliance's purpose and activities. An up-to-date funders list is maintained on the [Alliance website](#). Launched originally by a set of private foundations who came together with the Global Environment Facility (GEF), the Alliance's original funders have been joined by others, and this group may, at times, include funders who are formally or informally associated with an ongoing business entity. The Alliance, and the setting of science-based targets that it promotes, remain entirely independent from any such entity. At the same time, funders that have an active association with a family or corporate business are committed to strongly encouraging them to sign on to science-based targets. Additionally, business entities connected to corporate foundations are expected to refrain from promoting their support for the Alliance for marketing purposes.

**Communications and other governance issues:** We have put together this short [social media toolkit](#) to help promote membership. Please share social posts with SBTN [here](#). Other items are addressed in the Terms of Use.



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 (SBTN) 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 pilot testing during the development of the methods, tools, and guidance for business developed by SBTN (Guidance). Through the Program, SBTN will also gather information on key questions and barriers to the methods for end-users with the intent of addressing them within the product development process.

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. You will also be privy to draft versions of methods, tools, and guidance (Draft Products) before they are published publicly.

## 2. Requirements on your use of the Program

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

**Minimum requirements<sup>8</sup>** to join the Corporate Engagement Program:

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<sup>8</sup> Committing to setting an SBT for climate via SBTi is encouraged but not required for participants. Visit the [SBTi's Step-by-Step](#) webpage.

	Requirement <sup>9</sup>	Details	Due date	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 Terms of Use, 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: <ul style="list-style-type: none"> <li>•Companies: Most senior sustainability staff member</li> <li>•Consultancies, industry coalitions, investors: leadership team member</li> </ul>	1 week	20 minutes to read. Time to get internal approvals varies by organization.
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	Pay the fee for participation <a href="#">using this form</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 from ToU submission	20 minutes
5	Conduct Step 1 of the SBTN guidance (value chain mapping / materiality assessment) on part of your business <sup>10</sup> .	<ul style="list-style-type: none"> <li>•Companies: Complete for at least one part of your business. Email <a href="mailto:corporate-engagement@sbtnetwork.org">corporate-engagement@sbtnetwork.org</a> when you have completed this step with any feedback or reflections.</li> <li>•Consultancies: Complete with at least one client</li> <li>•Industry coalitions/financial sector: Not applicable</li> </ul>	1 year from ToU submission	<p>If doing this for the first time, it could take weeks to months, and may require the assistance of a consultant<sup>11</sup>.</p> <p>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 SBTN guidance and check for gaps.</p> <p>The goal of this requirement is to help companies get started, recognizing that it may take some time to gather the necessary data.</p>
6	Promote the value of science based targets (SBTs) for nature and <a href="#">report on activity</a> .	<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> <li>•Financial sector: With clients and networks</li> </ul>	Ongoing	Depends. Can be as minimal as sharing the guidance and/or SBTN webinar opportunities.
7	Notify SBTN of any consultants engaged to provide services in connection with the Program.  Ensure that any such consultant is using the latest guidance available via the <a href="#">SBTN Members-Only site</a> and abides by the confidentiality clauses in this terms of use.	<p>Send this information to <a href="mailto:corporate-engagement@sbtnetwork.org">corporate-engagement@sbtnetwork.org</a>.</p> <p>Ensure that the consultant understands and agrees to maintain the confidentiality of the Draft Products as outlined in these terms of use.</p>	Ongoing	5 minutes

<sup>9</sup> In the event that a participant does not fulfill their requirements in the timeframe requested, they may be subject to removal from the program, without refunds.

<sup>10</sup> Note that the final version of Step 1 will be released for public use in Q1 2023. Content may change between mid-2022 and Q1 2023 as a result.

<sup>11</sup> Where companies choose to work with service providers to implement the steps above, the fees associated are the company's responsibility.



8	Provide feedback on draft methods, tools, and guidance as requested by SBTN.	Members will be notified of opportunities as they arise. Opportunities may include: consultations, pilots, focus groups, design sprints, working groups, etc.	Ongoing	Time requirements may vary by opportunity.
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### 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 may 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.

**5.3. Public referral system:** Because of SBTN’s limited capacity to work with companies during our design phase, we invite those service providers and NGOs who are interested in bridging the gap. SBTN will provide these partners with up-to-date information on technical development, promotional resources, and a readiness framework. We will include these partners on a public referral list and companies can then select who they wish to hire or work with. Partners will report to SBTN on what companies they are working with and high-level customer journey information. Please visit [this site](#) to find out more and see the public referral list [here](#).

### 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 Program Terms of Use submission, 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:**

- Solopreneur under \$150K revenue: \$250
- 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. Upon your registration, you shall designate one or more individuals within your organization as your representative responsible for submitting information to the Program.

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.

Throughout the duration of the program, the SBTN will not be in a position to provide one-on-one advisory feedback or support. However, participants are encouraged to share their questions and support needs with our team at any time via [corporate-engagement@sbtnetwork.org](mailto:corporate-engagement@sbtnetwork.org), so that we can better understand key barriers to be addressed in future iterations of the Guidance.

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.
- D. Utilize the Corporate Engagement Program to solicit other Corporate Engagement Program members that you first became aware of through the Corporate Engagement Program for the purpose of business development unless such member first approaches you to discuss business development.

**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 the product development process. 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 formally 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 feedback and end-user insights to the development of SBTN methods and tools". Neither party is permitted to reference the other without prior written approval. For other approved language regarding your organization's participation in the Program, please see the Corporate Engagement Program [social media toolkit](#). If you have any questions about approved wording, please email [corporate-engagement@sbtnetwork.org](mailto:corporate-engagement@sbtnetwork.org).

**10. Intellectual property**

All information or resources provided by SBTN or RPA through the Program is the product of RPA, unless otherwise stated. With the exception of information or resources related to draft products, 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, webinar, or any of the Draft Products 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.

### **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**

ALL COMPONENTS OF THE PROGRAM, INCLUDING THE DESIGN PHASE DRAFT PRODUCTS, ARE PROVIDED “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. SBTN DISCLAIMS 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. 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 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 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 Q4 2023, when the methods are close to completion (Term). This term is subject to extension. 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. SBTN may terminate your participation in the Program at any time by written notice from [corporate-engagement@sciencebasedgtargetsnetwork.org](mailto:corporate-engagement@sciencebasedgtargetsnetwork.org).

## **16. Confidentiality and confidential disclosure**

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, by judicial or administrative process or otherwise by applicable law or regulation.

### **16.1. Definitions**

For purposes of this section of the Terms of Use, the following terms shall be defined as follows:

"Affiliate" means any corporation or other entity which controls, is controlled by, or is under common control with a Party to these Terms of Use or any successor entity. A corporation or other entity shall be deemed to control another corporation or entity if (a) it owns, directly or indirectly, greater than fifty percent (50%) of the voting shares or other interest, (b) has the power to elect more than half the directors, of such other corporation or entity, or (c) has the ability, via contract or otherwise to direct the affairs of such other corporation or entity;

“Security Breach” means any actual or suspected unauthorized disclosure or loss or theft of Confidential Information.

“Disclosing Party” means the Party and or its Affiliate that releases, exchanges, or discloses Confidential Information.

“Laws” means all laws, regulations, statute, or ordinances applicable to the Receiving Party’s performance of its obligations under the Agreement.

“Receiving Party” means the Party or Parties that obtain(s) Confidential Information.

## **16.2. Confidential Information**

Confidential Information means, any and all information that is disclosed on or after the date of signature of these Terms of Use (“Effective Date”), respectively:

### **16.2.1. Participant Confidential Information:**

Shall mean all confidential, proprietary, or non-public information or material disclosed or provided by you, in any format, whether oral, electronic, 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”. This includes, but is not limited to, data, trade secrets, techniques, know-how, methods, processes, plans, strategies, presentations, financial models, spreadsheets, project plans, proposals, materials and documents concerning the science, services, business, business opportunities, activities and/or operations.

### **16.2.2. SBTN Confidential Information:**

Shall mean all confidential, proprietary, or non-public information or materials, including all Draft Products, disclosed, or provided by SBTN to Participants, in any format, whether oral, electronic, or in writing. To the extent necessary, you may share confidential information with consultants engaged to provide services in connection with the Program. You must ensure that any such consultant receives and maintains Confidential Information in strict confidence, as outlined below.

## **16.3. Maintenance of Confidentiality; Non-Use Obligations; Security Breach**

All Parties shall hold the Confidential Information disclosed to it in confidence. The confidentiality obligations shall apply to all forms of Confidential Information, regardless of how transmitted or conveyed including, but not limited to writings, images, and verbal exchanges.

The Disclosing Party will use reasonable efforts to mark its Confidential Information as “Confidential.” In the event that Confidential Information is disclosed and not so marked, the Receiving Party agrees to treat such information as confidential to the extent that a reasonable person would consider such information to be confidential given the content and circumstances of the disclosure.

The Receiving Party shall protect the Confidential Information of the Disclosing Party in the same manner it protects its own confidential information of a similar nature, which shall be at least a reasonable standard of care.

The Receiving Party shall implement and maintain reasonable safeguards (i.e., physical protections and access controls) including, on request, encryption to protect Confidential Information from accidental loss, damage, alteration, disclosure or destruction.

Receiving Party shall not make use of the Confidential Information disclosed to it other than for the Agreed Purpose, nor disclose the Confidential Information except to such of its, officers, employees, Affiliates, agents, representatives and consultants to whom disclosure is necessary for the Agreed Purpose and who are bound by confidentiality obligations substantially similar to those contained in these Terms of Use.

Upon discovering a suspected or actual Security Breach, the Receiving Party will notify the Disclosing Party in accordance with the Notices section below as soon as practicable but in no event later than 30 calendar days upon discovery.

#### **16.4. Acknowledgement of Activities**

The Disclosing Party understands and acknowledges that the Receiving Party and/or its Affiliates may have in the past (including prior to the Effective Date), currently do, or may in the future, either internally or with a third party, engage in research, development and commercialization activities relating to the subject matter of the Disclosing Party's Confidential Information ("Activities"). Nothing contained in these Terms of Use shall be construed to prohibit the Receiving Party from engaging in similar Activities, now or in the future, so long as it does so independently and without using the Disclosing Party's Confidential Information or Intellectual Property.

#### **16.5. Excluded Information**

Confidentiality and non-use obligations shall not apply to the following as established by reasonable, written proof:

- A. Information which at the time of disclosure is in the public domain; or
- B. Information which, after its disclosure, becomes part of the public domain by publication or otherwise, except by breach of these Terms of Use; or
- C. Information which the Receiving Party can establish was in its possession prior to disclosure or was subsequently and independently developed by employees of or on behalf of the Receiving Party without use, direct or indirect, of information required to be held confidential hereunder, or who had no knowledge of the Confidential Information disclosed; or

- D. Information which the Receiving Party shall receive from a third party, provided however that the third Party has the legal right to disclose the information to the Receiving Party, free of any confidentiality obligation.
- E. Information which the Receiving Party disclosed prior to the Effective Date of this Section 16 for which, at the time of disclosure, was not subject to an obligation of confidentiality.

#### **16.6. Notification of Mandatory Disclosure**

Notwithstanding any provision to the contrary, if the Receiving Party becomes obligated by Law to disclose any Confidential Information to a third party, the Receiving Party shall immediately to the extent permissible notify Disclosing Party of such a requirement so that the Disclosing Party may seek an appropriate protective order or other remedy to narrow the scope of such requirement and or waive Receiving Party's compliance with the provisions of these Terms of Use.

#### **16.7. Term of Obligations**

These Terms of Use are made effective on the Effective Date and shall remain in effect for a period of two (2) years thereafter. These Terms of Use's confidentiality and non-use obligations shall survive for ten (10) years from expiry or earlier termination of these Terms of Use.

#### **16.8. Representation and Warranty**

Each Party represents and warrants to the other Party that: (a) it has the rights in and to its Confidential Information and/or it has the right to disclose such Confidential Information to the other Party; and (b) by entering into these Terms of Use it is not breaching any obligation in any agreement to any third party.

Except as expressly stated in these Terms of Use, neither Party makes any express or implied warranty or representation concerning the Confidential Information, including the accuracy or completeness of the Confidential Information.

#### **16.9. Ownership**

All Confidential Information is and shall remain the property of the Disclosing Party. Neither these Terms of Use nor any disclosure hereunder shall be deemed to vest in the Receiving Party any license or ownership rights to the Confidential Information or under any Confidential Information or inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Party or its Affiliates.

#### **16.10. Compliance with Applicable Law**

Receiving Party shall comply with all Laws applicable to the performance of its obligations under these Terms of Use. To the extent not prohibited by Law, Receiving Party will promptly notify Disclosing Party in writing of any investigation or inquiry into whether Receiving Party may have failed to comply with the Laws in relation to performance under these Terms of Use.



### **16.11. Return of the Confidential Information**

Upon completion of the Agreed Purpose, Receiving Party shall cease all use of the Confidential Information, and shall upon request, and at the Disclosing Party's cost, promptly return to the Disclosing Party all of the Confidential Information (including copies thereof), which is in tangible form (including electronic imaging), or certify that all such Confidential Information has been destroyed, except that the Receiving Party shall be permitted to retain one (1) copy of the Confidential Information so that any continuing obligations may be determined.

### **16.12. Use of Parties' Names**

Neither Party shall make nor permit any person to make any public announcement (oral or written) concerning these Terms of Use or its prospective interests in the Agreed Purpose without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed). Neither Party may use the other Party's name, trademarks or in any other way identify the other Party without the other Party's prior written consent.

### **16.13. No Other Obligation**

Nothing in these Terms of Use or the disclosure of Confidential Information shall be construed, by implication or otherwise, as an obligation to enter into any further agreement.

### **16.14. Notices relating to Confidential Information and Security Breaches**

Notices given under these Terms of Use, except for notices for Security Breaches, shall be given in writing, by registered mail or commercial courier or by electronic mail with a read receipt, to the Party's addresses below. Notice shall be effective upon receipt.

Upon the discovery of any event that could reasonably be expected to compromise the security of a Party's Confidential Information or upon discovering any suspected or actual Security Breach of any Party's Confidential Information, the Discovering Party will promptly email the affected Party. Upon any occurrence or compromise, the Discovering Party shall email the main point of contact provided by the Program Participant and [corporate-engagement@sbtnetwork.org](mailto:corporate-engagement@sbtnetwork.org) for SBTN. Each Party shall work with the other in good faith to identify a root cause and remediate any Security Breach.

A Party may change its address details for receipt of notices by notice to the other Party.

## **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. To change your organization's point of contact, please notify us at [corporate-engagement@sbtnetwork.org](mailto:corporate-engagement@sbtnetwork.org).

## **21. Use of Consultants**

You must notify SBTN of any consultants engaged to provide services in connection with the Program per the requirements in Section 2 above. You are responsible for the acts and omissions of any such consultants and ensuring their compliance with these Terms of Use.

## 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: April 3, 2023

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.

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**Signature**

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**Date**

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**Printed Name**

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**Title**

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**Organization Name**

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**Organization Mailing Address**