



BSR Membership Policies

Revised January 2017

Introduction

This document outlines BSR membership policies not included in the BSR Membership Agreement. BSR reserves the right to update and/or amend the contents of this document at any time. If you have questions or require additional information, please contact Member Services at memberservices@bsr.org.

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Parent/Subsidiary Membership

When a parent company joins BSR, membership dues are based on the annual revenues of the parent company and all its subsidiaries. The benefits of the parent company's membership will be applied to direct employees of that parent company and may be shared with employees within any subsidiaries over which the parent has operational control.

A subsidiary company may join BSR independently of the parent company in selected circumstances; the parent company does not need to be a BSR member. Membership dues for the subsidiary are based on the annual revenues of the subsidiary as identified in audited financial statements. The features and benefits of the subsidiary's membership are restricted to employees of that subsidiary and may not be shared with employees of the parent company.

BSR membership may not be held by individual branches, brands, business units, committees, franchises, sectors, departments, functional groups, operating groups, divisions, or sales offices without express consent of BSR. BSR considers and allows exceptions to this policy where there is strong evidence that a 1) global parent membership will be considered in the future, and/or 2) the operating unit presents a significant opportunity to create positive impact through a relationship with BSR.

COMPANY

Definition: A privately owned or publicly traded business entity engaged in legal commerce for the profit of shareholders and/or owners. Companies are defined as corporations or limited liability partnerships (LLP's) with more than 50 employees.

HEADQUARTERS

Definition: The main office of a company; implies the existence of a branch or operation reporting to it. Also called *head office*.

BRANCH

Definition: A secondary location of a company reporting to a main office called headquarters. Branches carry the same name as their headquarters and can report only to them. Branches are not considered subsidiaries.

PARENT

Definition: A company with more than 50 percent of the voting stock of another company or corporation (the subsidiary), therefore fully or partially controlling the subsidiary. Parent companies may include conglomerates.

SUBSIDIARY

Definition: A separately registered company with more than 50 percent of its voting stock owned by another company (the parent), therefore either fully or partially controlled or owned by that other company, and the revenues, profits, and losses of which are absorbed by the controlling (parent) company. Subsidiaries may include geographic locations of a company's operations as well as joint ventures.

Mergers and Acquisitions

In the event that a member company merges with or acquires another member company during the membership term, each company will retain separate memberships until the earliest renewal date for either company. Membership dues for the new, merged company will be due based on the total revenues of the merged company. No credit will be given for outstanding months of the later renewing company's membership dues.

All relevant parent/subsidiary rules apply to the merged company.

EARLIEST RENEWAL DATE

Definition: Of the renewal dates for the merged companies, that renewal date which falls earliest in the calendar year.

Sequential Memberships

A subsidiary and its parent company may each hold individual memberships; the subsidiary is not required to relinquish its membership should its parent company join.

PARENT COMPANY MEMBERSHIP ABSORBS SUBSIDIARY'S EXISTING MEMBERSHIP

If a parent company joins after a subsidiary is already a BSR member, and the subsidiary does not wish to maintain its own membership, the parent may receive an adjustment on the amount of its first year membership dues. This adjustment will be valued at 50 percent of the subsidiary's paid dues, prorated based on the remaining months of the subsidiary's existing membership. The adjustment will be made at the time the parent company joins.

PARENT MEMBERSHIP REMAINS DISTINCT FROM SUBSIDIARY'S MEMBERSHIP

Where a subsidiary desires its own primary contact and direct access to BSR staff expertise, the subsidiary's membership must hold its own membership, separate from that of its parent company. If a subsidiary chooses to maintain its own membership separate from the parent, then no sequential membership discount may be given to the parent as described above.

Annual membership dues for a subsidiary wishing to retain its membership will be 50 percent of the normal dues rate, determined by the subsidiary's annual revenues. This special subsidiary annual membership dues rate applies regardless of whether or not the parent or subsidiary was the initial member.

Member Company Spin-Outs

When a member company spins out into multiple companies, the existing membership will remain for the duration of the current membership term, with member benefits extended to the new companies. The companies must start separate memberships upon the next renewal date.

In the case of members due to renew and also due to spin out into multiple companies after the renewal date, the membership should be renewed with the existing member company for the full membership term, with member benefits extended to the new companies when they come into existence. The companies must start separate memberships upon the following renewal date.

Membership Term

For new members, the Membership Term is a twelve-month period that begins the month immediately after the effective date on the signed Membership Agreement. For example, if BSR receives a signed Membership Agreement on the 12th of May, the membership term begins June 1st of that year, and ends on May 30th of the following year.

For renewing memberships, the Membership Term is a twelve-month period that begins on the 1st day in the month the company originally joined BSR, and ends the last day of the 12th month from that date. For example, if the membership term ends on June 30th, the renewal date is July 1st. The membership term does not change regardless of the actual payment date.

Membership Renewals

A Membership Agreement will be issued 75 days prior to the renewal date to notify the Member organization of its impending renewal date.

Contact Member Services

For comments or questions about BSR's Membership Policies and Benefits, please contact BSR Member Services at memberservices@bsr.org or call +1 415.984.3200.