



# Human Rights Working Group

## 2018 Participant Agreement and Scope of Activities

JANUARY 2018

BSR's Human Rights Working Group (HRWG) is entering its seventh year of convening companies supporting each other on implementing the UN Guiding Principles on Business and Human Rights ("Guiding Principles"). The group has grown into an international community of practitioners representing more than 40 cross-industry companies. The meetings are a vibrant mix of best practices, emerging-issue discussion, expert presentations, practical guidance, and live workshops to advance and refine human rights programs at each participant company.

This Participation Agreement ("Agreement") is made as of [INSERT DATE] (the "Effective Date"), by and between [INSERT FULL ENTITY NAME] ("COMPANY"), and Business for Social Responsibility, a nonprofit corporation organized under the laws of the District of Columbia ("BSR") (the "Parties", each a "Party").

As is standard practice with BSR's initiatives, this Agreement presupposes several objectives and topical areas but also expects that the Parties (as defined below) can continue to shape its objectives throughout the course of the year. Those objectives will be agreed on by the parties and will be detailed annually in the scope of work (Exhibit A).

### Collaboration Overview

The UN Guiding Principles on Business and Human Rights ("Guiding Principles") established the global standard for corporate management of human rights risks and impacts. However, the Guiding Principles do not provide detailed guidance on how to implement the principles in practice.

BSR's HRWG was established in 2012 to address this gap in operational guidance. The group has grown into an international community of company practitioners representing more than 40 global cross-industry companies sharing practical guidance, challenges, and lessons learned from implementing the Guiding Principles across a diverse range of operational environments.

Companies at all points along the human rights implementation journey are welcome to join HRWG. Annual activities include a mix of plenary discussions and breakout focus groups to connect companies working on similar issues during in-person meetings.

The group meets three times per year in three regional locations – the U.S., Europe, and Asia. All HRWG members are welcome to attend any of the meetings, and are encouraged to have regionally-based colleagues join in different locations. In addition, the group hosts monthly webinars and members receive a monthly newsletter with the latest trends, events, and reports on business and human rights.

## Collaboration Purpose and Objectives

The key objective of HRWG is to provide a forum for human rights practitioners to discuss challenges and solutions drawn from experience implementing the Guiding Principles. The group seeks to provide an inclusive, shared learning space for companies at all points along the maturity curve.

The annual objectives and main activities in support of HRWG's objectives are elaborated in Exhibit A.

## Collaboration Impacts and Outcomes

As a mission-driven organization, BSR aspires for this collaborative work to drive broad-reaching outcomes and impacts that create social and commercial value. These include:

### DESIRED OUTCOMES

- A community of human rights practitioners to learn from one another and create a space for shared learning
- Elevated ambition-levels for participants to drive progress on managing human rights in their company through, for example provision of defined frameworks for implementing the Guiding Principles within their companies
- Generation of new thinking and ideas of ways to overcome human rights implementation challenges
- Co-development of concrete solutions to complex human rights challenges.

### IMPACT MEASUREMENT

This collaborative work has been designed to produce the following results over the medium to long term:

- Provide a forum for human rights practitioners to regularly meet and discuss the implementation challenges and solutions
- Provide research guidance and resources to improve human rights performance of member companies.

The measure of progress will be assessed from the following metrics:

- An annual qualitative survey will be issued to members in order to gather feedback and ensure alignment with the project objectives and goals above
- Number of members that re-join every year, and number of new members added
- Number of members that develop new human rights policies and/or programs as a result of participation.

## Roles and Responsibilities

Achievement of project objectives is contingent on both BSR and HRWG Members fulfilling the following roles and responsibilities:

### BSR's Role

Fulfill the annual scope of work and activities through the provision of the following tasks:

- Undertake actions that support strategy and governance of the collaboration
- Provide facilitation and deliver actions that support implementation of defined activities
- Provide internal and external communications and stakeholder engagement service
- Engage in member recruitment and member services
- Provide administration services
- Provide fundraising and partnership development service

**Further details of BSR's role and responsibilities by task are elaborated in Exhibit A.**

### Steering Committee Role

- Provide guidance and suggestions to BSR facilitators on meeting topics, guest speakers, webinars, and other feedback as needed throughout the year
- Provide guidance on BSR administration of the working group including on delivery of outputs and management of the annual budget
- Represent views of members of the working group
- Participate in quarterly check-in call with facilitators

### Member's Role

- Members gain maximum value from this Collaborative Initiative when they share a common set of expectations. As such, Members are expected to:
  - Identify a primary contact to maintain continuity of company representation with the group over time
  - Contribute actively to discussions and key activities as defined above, e.g., sharing examples and best practices, presenting a company initiative, discussing what's worked and lessons learned
  - Commit time to attend meetings and webinars
  - Attend a majority of the calls and in-person meetings, noting that substitutions are welcomed and encouraged, particularly on thematic calls where it may be useful for the Company's primary contact to engage colleagues from other functions
  - For members based in challenging time-zones (e.g., Asia), BSR will strive to provide one-on-one support to allow these members to share, learn and contribute outside the regular group calls/meetings

## Annual Cost

The annual fee and period are as stated in Exhibit A. The fee covers BSR's work to facilitate, convene, and manage the collaboration, as elaborated in the BSR role above and in Exhibit A. Although none are anticipated, any activities undertaken above and beyond what is here described (e.g., additional meetings) will result in additional fees and require an addendum to the scope of work (Exhibit A), that is mutually agreed upon by the parties hereto.

Expenses for related travel undertaken by BSR are included in the fee and will not be billed separately. Expenses for member travel are not included.

BSR will invoice 100 percent of fees upon receiving a signed agreement. All services rendered by BSR are subject to sales tax, VAT, or other taxes as legally required by the location of the work being performed.

BSR Members with available member credit may opt to apply this credit to offset fees indicated above. By checking the box below, Company agrees and authorizes BSR to apply its member credit accordingly.

## Other Terms and Conditions

### CONFIDENTIALITY

Non-Disclosure and Use. Each Party agrees with respect to the Confidential Information of the other Party and other members of the collaboration, that it shall (a) use such Confidential Information only in furtherance of this Agreement and the activities contemplated herein (the "Purpose"), (b) use the same degree of care that it uses to protect its own Confidential Information (but in no event less than reasonable care) to prevent unauthorized use and disclosure of such Confidential Information and (c) restrict its internal dissemination of such Confidential Information to those of its employees and agents who have a "need to know" such Confidential Information and who have been informed of its obligations hereunder. Each Party further agrees not to remove or destroy any legends or other markings indicating that information of the other Party is confidential or proprietary. Such Party further agrees to be responsible for any breach of this Agreement by any such employees or agents.

At the request of the Disclosing Party (as defined below), the Receiving Party (as defined below) will return to the Disclosing Party, or destroy, all copies of any Confidential Information in the possession of the Receiving Party or its employees or agents and will return or destroy all notes, analyses, records or other materials in its possession to the extent that they are based on Confidential Information. Notwithstanding the return or destruction of the Confidential Information and the other information referred to herein, the Receiving Party and its employees and agents will continue to be bound by their confidentiality obligations hereunder.

Confidential Information. "Confidential Information" means technical or business information relating to a Party's operations, research and development, inventions, products, production, manufacturing, finances, marketing, customers or future business plans, including any trade secrets, know-how, data, formula, or processes that is either identified as proprietary or confidential and/or that the Receiving Party knows or has reason to know is regarded as Confidential Information by the Disclosing Party. Confidential Information shall include any of the foregoing information, in whatever form maintained, whether documentary, computerized or otherwise, regardless of the form in which such information is communicated. Notwithstanding the foregoing, information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") shall not be deemed to be Confidential Information to the extent such information (i) becomes a matter of public knowledge through no action or inaction of the Receiving Party, (ii) was in the Receiving Party's possession prior to receipt from the Disclosing Party, (iii) is received by the Receiving Party from a third party without any duty of confidentiality to the Disclosing Party, (iv) is disclosed by the Disclosing Party to a third party without any duty of confidentiality to the Disclosing Party, or (v) is independently developed by the Receiving Party. Although not required in order for information to be considered Confidential Information, the Disclosing Party will make

reasonable efforts to indicate whether it believes information disclosed hereunder should be treated as Confidential Information.

Disclosures Required by Applicable Law. The terms of this Section shall not be construed to prevent either Party from disclosing Confidential Information to any Governmental Authority to the extent required by Applicable Law provided that the Party required to make such disclosure first gives the other Party written notice of the required disclosure and cooperates fully with the other Party in preventing such disclosure (consistent with Applicable Law) or seeking such protective order or other means for limiting the extent of the disclosure as the other Party may deem desirable.

Residual Information. Each Party acknowledges that information in nontangible form may be retained by individuals who have access to the Confidential Information, including without limitation ideas, concepts, know-how, and techniques contained therein, in the ordinary course of their employment and without the intent to memorize it or learn it for any purpose other than the mutual business purposes of this Agreement (“Residual Information”). Each Party hereby recognizes that such individuals may use Residual Information for internal purposes in connection with the performance of their duties in the ordinary course and that such use shall not be deemed a violation of the provisions of this Agreement, provided that the other Party shall use its continuing good-faith efforts to comply with the confidentiality terms of this Section.

Term of Obligations. The terms of this Section shall apply with respect to Confidential Information for a period of five (5) years from the date of its first disclosure hereunder, unless with respect to any particular Confidential Information the Disclosing Party notifies the Receiving Party in writing of reasonable grounds, described in reasonable detail, for a longer period shall apply, in which case such obligations shall apply for such longer period.

## TERM AND TERMINATION

Term. This Agreement will be effective on the date stated in Exhibit A (“Effective Date”), and will continue for a period of twelve (12) months thereafter (“Initial Term”) unless earlier terminated as set forth herein. Thereafter, this Agreement shall be automatically renewed for successive twelve (12) month periods on the anniversary of the Effective Date (each a “Renewal Term”) unless earlier terminated as set forth herein. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing thirty (30) days written notice prior to the end of any such period. The Initial Term and each Renewal Term shall collectively be referred to as the “Term.”

Termination. This Agreement may be terminated:

1. by mutual written consent of the Parties;
2. by either Party, upon a material breach by the other Party of this Agreement, provided that the terminating Party has provided 30 days’ prior written notice of such proposed termination to the other Party, describing the breach in reasonable detail, and the other Party fails to cure the specified breach within such 30-day period; or
3. by either Party, immediately upon or after (i) the filing by the other Party of a petition in bankruptcy, insolvency or similar proceeding; (ii) the filing by the other Party of any petition or answer seeking reorganization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency; (iii) an adjudication that the other Party is bankrupt or insolvent; (iv) the appointment of a receiver for all or substantially all of the properties of the other

Party; (v) the making by the other Party of any assignment for the benefit of creditors; or (iv) the institution of any proceedings for the liquidation or winding up of the other Party's business that remains outstanding, undismissed, for more than 45 days.

4. Unilaterally by Company in case it no longer wants to be a member.

Membership is not transferable and any fees paid for participations are non-refundable in the event of a termination or resignation.

## ANTITRUST COMPLIANCE

Each Party is committed to full compliance with all laws, regulations, and ethical standards, including United States and state antitrust laws and the comparable competition laws of the countries in which each Party does business. Compliance with both the letter and spirit of the antitrust and competition laws is an important goal for both BSR and COMPANY and is essential to maintaining BSR's reputation for the highest standards of ethical conduct and advancing the goals of this Agreement. The Parties, must be sensitive to the unique legal issues that may arise as a result of this Agreement and take the necessary steps to comply with applicable antitrust and competition laws. Specifically, the Parties agree that they will further defend BSR from any potential antitrust violations. Furthermore, each Party agrees to be bound by the provisions of the Antitrust Policy (and all amended versions thereof) attached hereto as Exhibit B.

## INTELLECTUAL PROPERTY

- a) "Intellectual Property" means any trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights in any country.
- b) "Background Intellectual Property" means the Intellectual Property owned or licensed by COMPANY which (a) was made or discovered prior to the Effective Date or (b) was made or discovered after the Effective Date of this Agreement but independently of the Purpose Intellectual Technology. For the avoidance of doubt, Background Intellectual Property excludes Purpose Intellectual Property.
- c) "Purpose Intellectual Property" means any Intellectual Property which is developed (or required to be developed) by either Party hereunder (whether alone, with the other party or with a third party) specifically for purposes of this Agreement. For the avoidance of doubt, Purpose Intellectual Property excludes Background Intellectual Property.
- d) Ownership. Neither Party may acquire (by license or otherwise, whether express or implied) any Intellectual Property or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Intellectual Property in accordance with the express provisions described under Section e) and Section f) hereof. All Intellectual Property that is not expressly granted hereunder to either Party is reserved and retained by such Party.
- e) Intellectual Property Rights of [COMPANY]. COMPANY will receive the nonexclusive, nontransferable right to use the Purpose Intellectual Property solely and exclusively for the COMPANY's internal purposes. COMPANY will additionally retain the sole and exclusive right to retain any and all use of Background Intellectual Property. COMPANY may use any and all legal rights to prosecute infringement claims against any party that misuse such Background Intellectual Property.
- f) Intellectual Property Rights of BSR. BSR will receive the right to use Purpose Intellectual Property solely and exclusively for the purposes of (i) fulfilling its requirements as a tax-exempt entity or (ii) producing any and all forms of public media regarding the findings related to this Agreement; *provided, however*, that BSR will uphold the confidentiality provisions of this Agreement. Furthermore, BSR's rights to the publication of the Purpose Intellectual Property will not be revoked by COMPANY.
- g) No Warranty. Except as may be otherwise agreed to by both parties in writing, no warranties of any kind, whether express or implied, are given by either Party with respect to any Purpose

Intellectual Property or any use thereof, and the Purpose Intellectual Property is provided on an “AS IS” basis. Both Parties hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose, non-infringement and accuracy, and any warranties arising out of course of performance, course of dealing or usage of trade.

- h) **No Rights in Trademarks.** Nothing herein shall grant either Party any right, title or interest in the trade names, trademarks, service marks, words, symbols, or other marks used, adopted or owned by the other Party (or of other third party from whom such Party has acquired license rights) from time to time, either alone or in association with other words or names.
- i) **Data Privacy.** The Parties will comply with all Applicable Laws and their respective published privacy policies and internal privacy policies and guidelines relating to privacy, data protection, and data security, including with respect to the collection, storage, transmission, transfer, disclosure and use of personally identifiable information.

## **GOVERNING LAW**

The construction and performance of this Agreement, and any disputes relating thereto, shall be governed by, and construed in accordance with, the laws of the State of California.

## **INDEMNIFICATION**

Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party, the other Party’s parents, subsidiaries and affiliates, and the respective directors, officers and employees of the other Party and its parents, subsidiaries and affiliates (collectively, the “Indemnified Parties”) from and against any and all claims, loss or damage incurred by the Indemnified Parties to the extent relating to or arising from the Indemnifying Party’s negligence, non-performance or breach of contract under this Agreement

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF USE OR DATA, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INABILITY TO USE THE BACKGROUND INTELLECTUAL PROPERTY OR PURPOSE INTELLECTUAL PROPERTY, OR OTHERWISE.

## **MISCELLANEOUS**

This Agreement sets forth the entire agreement between the Parties as to its subject matter and merges all prior discussions between them, and neither of the Parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than those expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer or representative of the Parties. In the event any provision of this Agreement shall be determined to be invalid or unenforceable under Applicable Law, all other provisions of this Agreement shall continue in full force and effect unless such invalidity or unenforceability does substantial violence to the underlying intent of this Agreement or unless the invalid or unenforceable provisions comprise an integral part of, or are inseparable from, the remainder of this Agreement. If this Agreement continues in full force and effect as provided above, the Parties shall replace the invalid provision with a valid provision which corresponds as far as possible to the spirit and purpose of the invalid provision. Neither Party may assign or delegate this Agreement or any of its rights or duties under this Agreement (including, without limitation, by operation of the law) without the prior written consent of the other Party, which consent may be withheld for any reason. This Agreement may

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be amended, modified or supplemented only by a written instrument that specifically refers to this Agreement and is executed by each Party. The confidentiality provisions and provisions of this section shall survive any termination of this Agreement. This Agreement shall not be construed to constitute the Parties as partners, joint venturers, or agents. Neither Party (nor its agents and employees) is the representative of the other Party for any purpose and neither Party shall have any power or authority as agent, legal representative, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of, the other Party for any purpose whatsoever.



## Proposal Acceptance

We appreciate the opportunity to be of service and look forward to working with you.

**PROJECT:** «OPPORTUNITY\_WORKING\_GROUP\_\_R»

**COMPANY:** «OPPORTUNITY\_ACCOUNT\_NAME»

Total Amount: «OPPORTUNITY\_AMOUNT»

### BILLING CONTACT

Name	Title	
Phone	Email	
Street	City	
State/Province	Postal Code	Country

Purchase Order Number (if applicable):

### MEMBER CREDIT ALLOCATION

The budget for this project will use the member credit indicated below.

Amount to be applied: \$«OPPORTUNITY\_CONSULTING\_CREDIT\_RESERVED\_A»

**SIGNED** for and on behalf of **SIGNED** for and on behalf of  
 «OPPORTUNITY\_ACCOUNT\_NAME» «OPPORTUNITY\_BSR\_CONTRACTING\_ENTITY»

Signed

Signed

Name

Name

Title

Title

Date

January 1<sup>st</sup> 2018

Date

## Exhibit A - 2018 Plan of Activities and Outputs

### Annual Fee and Period

**BSR Members:** The 2018 participation fee is \$15,000 for the period January 1, 2018 to December 31, 2018. This fee covers BSR's work to facilitate, convene, and manage the collaboration. Although none are anticipated, any activities undertaken above and beyond what is here described (e.g., additional meetings) will result in additional fees and require an addendum to the scope of work (Exhibit A).

**Discount for Meeting Hosts:** Meeting hosts will receive a discount of \$3,000 from the participation fee. Please email Peter Nestor ([pnestor@bsr.org](mailto:pnestor@bsr.org)) or Salah Husseini ([shusseini@bsr.org](mailto:shusseini@bsr.org)) to explore hosting options.

**Non-BSR Members:** BSR will offer a one-time HRWG-only participation fee of \$20,000 (limited to one year).

### 2018 Objectives

The 2018 objectives reflect growth in the group and the need to ensure that the group is helpful and relevant to all members, regardless of size or complexity of existing human rights programming of member company.

Updated objectives for 2018 include:

- **Relevant Content for All Members.** The HRWG has grown into a vibrant mix of seasoned human rights practitioners and members who are newer to understanding and implementing the Guiding Principles. Each meeting will include plenary topics for all to attend, and will focus at least 50% of each meeting on smaller, content-relevant breakout groups and workshop settings for all levels of participants.
- **Tangible Outcomes.** The 2018 group will provide more opportunity for participants to bring their own work into the working group sessions and take advantage of the expertise in the room to test and refine their programs. Our goal is that we will continue to achieve fruitful discussions, but also tangible outcomes for participants to take away from each meeting.
- **Regular Updates.** Provide regular insights on emerging trends, tools, case studies, and stakeholder expectations. In addition to BSR's ongoing research, we will host emerging thought-leaders from the human rights field at our meetings and webinars.

### 2018 Outputs

#### HRWG OUTPUTS (DELIVERABLES):

- Three in-person regional meetings (two days each) in the spring, summer, and fall of 2018
- Monthly webinars to discuss emerging trends, developments, and stakeholder expectations
- Monthly newsletter summarizing group activities and developments in the human rights space
- Meeting and webinar materials available for all in the group, including research, presentations, and meeting notes

## 2018 Activities

### IN PERSON MEETINGS: THREE REGIONAL MEETINGS

The group will host three regional meetings in the spring, summer, and fall in three locations – the U.S., Europe, and Asia. The regional meetings provide maximum opportunity for participation and provide expanded opportunities for face-to-face dialogue and regional capacity building. Each regional meeting will include the same content as the other meetings, although the participants and case studies may differ slightly depending on availability and attendance.

The regional meetings will be held in the following approximate dates and locations, with exact dates to be determined. Our meetings are hosted by HRWG members—please see the [pricing discounts for hosting in the “Annual Cost” section.](#)

- **U.S.**
  - Meeting 1: Atlanta, Georgia – mid-April 2018 (final dates TBD) – hosted by IHG Hotels
  - Meeting 2: San Francisco, CA – mid-July 2018 – ***Need a host in San Francisco***
  - Meeting 3: New York, November 5-6, 2018 (BSR Conference week) – ***Need a host in New York***
- **Europe**
  - Meeting 1: April 2018 – ***Need a host in London or Paris***
  - Meeting 2: September, 2018 – ***Need a host in London or Paris***
  - Meeting 3: November, 2018 – ***Need a host in London or Paris***
- **Asia**
  - Meeting 1: April, 2018 – ***Need a host in Tokyo***
  - Meeting 2: August, 2018 – ***Need a host in Tokyo***
  - Meeting 3: November, 2018 – ***Need a host in Tokyo***

**An important note: Any HRWG member may attend any or all of the regional meetings, and may send a regional representative from their company to attend regional meetings as well.** The goal of regional meetings is to expand participation in the working group, and we aim to include as many people as possible from your company.

BSR will schedule each meeting at least three months in advance, and strive to align meetings with other events happening near the same time that are also relevant for working group members. As part of meeting planning, BSR will schedule 1:1 planning calls with meeting participants to ensure that content is relevant and helpful for all in the group.

### IN-PERSON MEETING STRUCTURE & CONTENT

Each meeting will be two days, with a group networking dinner after the first day. The two-day meetings will include a mix of plenary group discussion, focused breakout sessions, and progress updates from group participants. The networking dinner often features a guest speaker on an emerging topic in business and human rights.

Potential topics for the breakout and plenary sessions are provided below. Final meeting topics will be selected by consensus among the group prior to each meeting.

The meetings will include a mix of:

**Small Group Breakout Sessions.** We piloted several types of breakout sessions in 2017, and plan to use at least 50% of our meeting time to work in smaller breakout groups, organized in a variety of different styles:

- **Topical breakout groups** – smaller groups of participants can explore a common area of interest in a smaller setting
- **Human Rights 101 and 201 breakout groups** – smaller breakout groups with targeted sessions for advanced and beginner topics.
- **In-Depth Case Study Workshops** – working together to support 1-2 companies on difficult challenges or program ideas to workshop.

**Company Progress Presentations:** Consistent feedback from HRWG participants over the years has been that company presentations are one of the most valuable aspects of the group. We will strongly encourage two or three companies to provide a progress update of their human rights program at each in-person meeting, regardless of where they are on the BHR maturity curve. Companies are encouraged to share status updates, challenges, working through barriers, successes, and aspirations for the human rights program. Presentations are 20-30 minutes.

**Developments in the Business and Human Rights Field:** Each meeting will feature a closing discussion and presentation of the most important white papers, events, and new ideas emerging in the BHR field. We will also provide a forward-looking calendar of upcoming events and milestones.

## MONTHLY WEBINARS

The HRWG will host monthly webinars available in the North American / Europe time zone, and repeated for time zones in Asia. The content of the webinars will focus on emerging topics, trends, and developments in research and guidance for human rights practitioners. From time to time, we will invite external guests to join webinars to provide guidance and insights on emerging topics or trends.

## MONTHLY NEWSLETTER

The HRWG will deliver a monthly email “newsletter” to group members, summarizing group announcements, upcoming human rights events, and new research and developments in the field.

## STEERING COMMITTEE

The HRWG Steering Committee is comprised of members from the HRWG that represents approximately 10% of the total membership. HRWG members may volunteer or nominate others to participate on the Steering Committee. We seek to have a Steering Committee that is representative of its diverse membership in terms of geography, industry and topical expertise.

The Steering Committee will provide guidance to the BSR team who make decisions for the group on topics, guests, and administration of the working group, including an advisory role over how the annual budget is allocated against agreed upon outputs. Steering Committee members will participate in a

quarterly planning call with the BSR team to help shape the agenda for the group, and ensure that member views are reflected in meeting planning.

We have space available on the 2018 Steering Committee. Please email Peter Nestor, HRWG Project Director ([pnestor@bsr.org](mailto:pnestor@bsr.org)) to inquire about participation.

## BSR's 2018 Responsibilities

<b>Responsibility Category</b>	<b>Role</b>
Strategy and governance	<ul style="list-style-type: none"> <li>• Work with members to co-create a compelling vision, mission and strategy, as well as design an effective governance model that sets the collaboration on the path to success.</li> <li>• Ensure continuous progress against the initiatives' objectives through robust measurement, evaluation, and reporting. This includes at least an annual survey of the group to ensure alignment with the group's needs and goals.</li> </ul>
Facilitation and implementation	<ul style="list-style-type: none"> <li>• Prepare for each meeting: conduct research and benchmarking on relevant topics, arrange speakers, coordinate logistics, develop agendas for meetings and webinars (full group or workstreams), facilitate the meetings and webinars, and share summary meeting notes.</li> <li>• Facilitate, record, and circulate monthly webinars for participants to discuss issues related to business and human rights.</li> </ul>
Communications and engagement	<ul style="list-style-type: none"> <li>• Monthly newsletters</li> <li>• Regular external communications including blogs</li> <li>• Circulate all relevant materials from each meeting to the group</li> <li>• Maintain an online platform ("Chatter") to collect and organize resources and research materials and encourage continued discussion and dialogue among the group</li> </ul>
Member recruitment and services	<ul style="list-style-type: none"> <li>• Work toward recruitment of new members – three per year</li> <li>• Onboarding services including a 30min call with a new member to orient them to the activities of the initiative</li> <li>• Respond to day-to-day requests from members</li> </ul>
Administration	<ul style="list-style-type: none"> <li>• Provide a full suite of administrative support functions to this collaboration, including accounting, finance, legal, information technology, and human resources systems</li> </ul>
Fundraising and partnerships	<ul style="list-style-type: none"> <li>• Partner with members to ensure that each initiative is appropriately resourced to meet its objectives, reaching at minimum 40 HRWG members for 2018</li> </ul>

## 2018 Schedule

See *2018 Activities*, above.

## Exhibit B – Anti-Trust & Competition Law Policy

The Members of the Human Rights Working Group ('the Collaboration') believe that the objectives of the Collaboration can best be advanced through collaborative efforts. The Collaboration and its Members acknowledge and understand that their activities must at all times be undertaken in compliance with all applicable laws and regulations, including but not limited to laws and regulations relating to antitrust and competition. These laws are intended to preserve and promote free, fair and open competition. Failure to abide by these laws can potentially have extremely serious consequences for the Collaboration and its Members.

The policy of the Collaboration and its Members is therefore to conduct all of its activities in strict compliance with all applicable antitrust and competition laws, in order to facilitate legitimate pro-competitive and other activities that help advance the objectives of the initiative, but which excludes any prohibited activities.

It is against the policy of the Collaboration to sponsor, encourage or tolerate any discussion, communication of any kind, information sharing or agreement that would violate applicable antitrust or competition laws. Any discussion, communication of any kind or agreement relating to commercially sensitive information, including but not limited to the following, must therefore be strictly avoided at all times:

1. Do not engage in discussions that could result in (a) the allocation of customers or markets; (b) the fixing or stabilization of prices; (c) limitations on production; (d) boycotts of customers, suppliers or rivals; or (e) concerted actions that would competitively disadvantage other rivals or members of the Collaboration.
2. Do not discuss proprietary or other competitively sensitive information with competitors. This would include:
  - a) prices, rates, credit terms or other terms of trade, pricing formulas or strategies, discount or rebate policies, targeted profit margins;
  - b) individual company bids or intentions to bid for particular products, procedures for responding to bid invitations, or specific contractual arrangements;
  - c) strategic R&D, production, or marketing or R&D plans that have not been publicly announced or that reveal targeted territories or customers;
  - d) past, present or projected production capacity levels or plans;
  - e) past, present or projected costs to procure, develop or manufacture products.
3. Do not discuss your firm's decisions regarding whether to target, work with, or not work with a customer, supplier, or other third party, or the circumstances in which your firm will refuse to do deal with other companies;
4. Do not identify specific customers or transactions in discussing your firm's experiences or issues facing the industry.
5. Although the Collaboration may discuss potential standards the nature of standards that would be objective and consistent with the mission of the Collaboration, each Collaboration member shall make its own independent decision regarding the conduct of its business, including decisions about whether to adopt standards and the nature of any such potential standards.
6. Do not remain silent in a discussion, including at informal meetings, that goes beyond appropriate subjects; take affirmative steps to distance yourself from the inappropriate conduct by expressing disapproval and/or leaving the meeting.
7. Do not use words or terms that imply concerted action, such as "boycott." Do not use "power" words like "destroy" or "dominate" or "control."

No discussion, communication or agreement of this type should occur during, in or around the Collaboration meetings or calls, whether written, oral, formal, informal, by act or omission, in social settings, or “off the record.” Each Collaboration Member is required to stop any discussions that violate this policy and report any violations to its own appropriate counsel.

The following guidelines are designed to help participants avoid topics of antitrust concern:

1. Collaboration meetings shall adhere strictly to written meeting agendas.
2. Do object to any meeting that seems problematic from an antitrust perspective; if the problematic discussion does not stop, leave the meeting.
3. Do ensure that proposed policies or standards are based on objective criteria.
4. Do consult with legal counsel before proceeding with a proposed standard that may have the effect of excluding certain market participants from competing in the marketplace, or if you are not sure of the effect of a proposed standard.
5. Do consult with legal counsel regarding any conduct or discussions that you think might be inappropriate, and to ensure compliance with antitrust law.

Each Member will ensure that its representative(s) who attend meetings of, or are otherwise involved with, the Collaboration have received adequate training in compliance with antitrust law with particular reference to dealings with competitors, including exchange of information, and have reviewed the Collaborations’ Anti-Trust and Competition Law Compliance Policy.

A copy of this anti-trust compliance policy statement will be provided to all Members. This statement is a general guide only and all questions concerning anti-trust and competition law compliance should be referred to appropriate counsel.