



GRI Community Membership Policy

1. Purpose

This Membership Policy outlines the terms and conditions applicable to the Membership Agreement of the GRI Community. The GRI Community is an organizational membership network that facilitates practical learning and peer collaboration, raising awareness and enabling improvements in sustainability reporting practices. Membership is open to all organizations.

2. Definitions

The terms indicated in this Membership policy which are indicated by an initial capital letter have the following meaning in the Membership Agreement:

Confidential Information: information provided by one party to the other in written, graphic, recorded, machine-readable, or other forms concerning the business, clients, suppliers, finances, and other areas of the other party's business or products. Confidential information does not include information in which is freely available the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

Form: the electronic sign-up form on the Website in which the Member enters its details and with which membership of the GRI Community is requested.

GRI: Stichting Global Reporting Initiative GRI, a Dutch foundation with offices at Barbara Strozilaan 101, 1083 HN Amsterdam, The Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 34176957.

Intellectual Property Rights: copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

Member: the entity with whom GRI has concluded a Membership Agreement, including its successors and permitted assigns.

Membership Agreement: the agreement between GRI and a Member consisting of the Membership Policy in combination with the Form.

Membership Benefits: the benefits a Member enjoys by opting for one of the Packages as detailed in GRI Community Brochure for Reporting Organizations and in GRI Community Brochure for Consultants.

Membership Fee: the annual fee paid by the Member to GRI.

Package(s): the GRI Community Packages, each with unique Membership Benefits as detailed in GRI Community Brochure for Reporting Organizations and GRI Community Brochure for Consultants.

Parties: GRI and the Member.

Reporting Organizations: entities that prepare and publish their own sustainability reports and join the GRI Community with the primary goal of enhancing their reporting practices.

Website: www.globalreporting.org and related subpages, by which the membership and information thereon are made available by GRI.

3. Membership Fee & payment

- 3.1 Membership Fees are based on a Member's annual revenue and the assigned Package.¹ The Packages and corresponding costs are set out on the Website, as well in GRI Community Brochure for Reporting Organizations and GRI Community Brochure for Consultants, for the Member to consult prior to applying for a membership.
- 3.2 Organizations that support GRI as a donor are entitled to receive membership benefits under different terms that are specific to each case.
- 3.3 Membership Fees provide membership for the duration of 12 months, starting from the day of the first confirmed payment.
- 3.4 The Member is not entitled to suspend its payment obligation or rely on setoff, save for with GRI's prior written consent.
- 3.5 GRI reserves the right to revise the Membership Fees at any time.
- 3.6 Membership fees are non-refundable and ex VAT. The Member shall pay all amounts due to GRI in Euros, unless explicitly stated otherwise.

4. Term and termination

- 4.1 The Membership Agreement between GRI and a Member shall come into force the moment GRI accepts the Form in writing and has received payment of the relevant Fees from the Member.
- 4.2 The Membership Agreement is entered into for a fixed period of twelve (12) months. Thereafter, the Membership Agreement will be automatically extended for additional fixed periods of twelve (12) months at a time, unless either Party terminates it in writing towards the end of the term with due observance of a notice period of 2 (two) months.
- 4.3 If the Member is in default of any obligation under the Membership Agreement and/or in the event of (provisional) suspension of payment, bankruptcy, shutdown or liquidation of the Member's business, GRI has the right to dissolve the Membership Agreement in whole or in part, without prejudice to its other rights and without being obliged to pay any compensation.
- 4.4 In the event of dissolution in accordance with the provisions of Article 4.3, all claims of GRI against the Member shall be immediately and fully due and payable. The Member is obliged to take the necessary measures to enable GRI to enforce its rights.

5. Scope of Agreement

- 5.1 The Membership Agreement consists of the Membership Policy together with the Form.
- 5.2 GRI reserves the right to, at its own discretion, constantly review and update the Membership Policy. The Member is to review and agree to the terms as laid down in the Membership Policy as currently presented and which is valid at the time of purchase and shall remain valid for its duration as specified in Article 4.2.
- 5.3 GRI can only be bound by changes or additions to, an expansion of, and/or deviation from the Membership Agreement if these are accepted and confirmed by GRI in writing. Such changes, additions, expansions and/or deviations shall only be valid in respect of the specific Membership Benefits regarding which they have been agreed upon. GRI reserves the right to accept or refuse the cancellation or modification request upon its own discretion.

¹ With the exception of Global Sustainability Consultancies, part of a Group Membership. For these Members a fixed rate applies, as set forth in clause 6.5 and Annex II to this policy.

- 5.4 The Membership Agreement shall have precedence over any third party or Member terms. GRI does not and shall not accept the applicability of such third party or Member terms. GRI hereby explicitly refuses the applicability thereof with regard to the Membership.
- 5.5 If this Membership Policy is amended by GRI during the current twelve (12) month period, the Member may only upgrade its membership upon explicitly accepting the amended Membership Policy.

6. The Packages

- 6.1 A detailed description of the Packages and corresponding Membership Benefits is included in GRI Community Brochure for Reporting Organizations and GRI Community Brochure for Consultants. GRI offers separate Packages for Reporting Organizations and for consultancies.
- 6.2 GRI Community Brochure for Reporting Organizations and GRI Community Brochure for Consultants. also set forth optional benefits (Add Ons) which can be purchased in addition to the standard Membership Benefits.
- 6.3 For Reporting Organizations with an annual turnover EUR > 1 billion, the Membership Benefits apply to all their subsidiaries acting under the same commercial name. The parent organization must provide to GRI at least one contact for each of the subsidiaries that they want to give access to the Membership Benefits. The free seats for the Professional Certification Program and the tickets to schedule a call with GRI are meant for the parent organization and its subsidiaries to share, and not for each of them individually.
- 6.4 Subsidiaries of Members that are consultancies or sustainability service providers, receive a 50% discount on their Membership Fee.

7. Intellectual Property

- 7.1 All Intellectual Property Rights of the content of the membership are, and remain, the intellectual property of GRI, whether adapted, written for or customized for the Member or not.
- 7.2 The Member is not authorized to:
- a) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any content of the membership without prior written permission from GRI;
 - b) remove any copyright or other notice of GRI in the content of the membership;
 - c) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the membership;

Breach by of this clause by the Member shall allow GRI to immediately terminate the Membership Agreement

- 7.3 GRI trademarks and copyrighted materials including the GRI logo can be used only after obtaining prior written permission from GRI. To request permission or enquire about the proper usage of GRI brand assets, trademarks and copyrighted materials please fill out the Permission Request Form on the Website and return it to copyright@globalreporting.org. Applications must clearly indicate the exact place and context in which items will be used.
- 7.4 The name and logo of the Member will be visible on the Website.

8. Confidentiality

- 8.1 Each Party (GRI and Member) shall keep the other Party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.
- 8.2 Either Party (GRI and Member) may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.
- 8.3 This clause shall continue notwithstanding termination of the Membership Agreement.

9. Law and jurisdiction

- 9.1 The Membership Agreement shall be governed by and construed in accordance with the laws of the Netherlands, and the Parties shall submit to the jurisdiction of the courts in Amsterdam. GRI reserves the right to institute proceedings against Member in the courts having jurisdiction in the place where Member has its seat or in any other court of competent jurisdiction.

10. Miscellaneous

- 10.1 If an article of the Membership Agreement is qualified (by a court) as unreasonably onerous in whole or in part, it will be deemed to have been converted into an article that, as far as possible while retaining its content and scope, will not be regarded as unreasonably onerous.
- 10.2 If an article of the Membership Agreement is qualified (by a court) as unreasonably onerous and this article is not applicable, it does not affect the validity of the other articles of the Membership Agreement.

Stay in touch

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