



GRI Networks Membership Policy

1. Purpose

This Membership Policy outlines the terms and conditions applicable to the Membership Agreement for the GRI Networks. The GRI Networks are organizational membership networks that facilitate practical learning and peer collaboration, raise awareness of sustainability reporting, and support improvements in sustainability reporting practices. Membership is open to organizations through either the GRI Business Network (GRIBN) or the GRI Expert Network (GRIEN).

2. Definitions

The terms used in this Membership Policy and indicated by an initial capital letter have the following meanings in the Membership Agreement:

Confidential Information: information provided by one Party to the other in written, graphic, recorded, machine-readable, or other form concerning the business, clients, suppliers, finances, products, or other affairs of the disclosing Party. Confidential Information does not include information that is publicly available other than as a result of a breach of this Membership Policy or the fault of the receiving Party, information that is required to be disclosed by any court or regulatory authority, or information that was already in the possession or control of the receiving Party prior to its disclosure.

Form: the electronic sign-up form available on the Website through which an organization submits a request for membership in the Networks.

GRI: Stichting Global Reporting Initiative (GRI), a Dutch foundation with offices at Mauritskade 64 (SD18), 1092 AD Amsterdam, The Netherlands, registered with the Dutch Chamber of Commerce Trade Register under number 34176957.

Intellectual Property Rights: copyrights, database rights, patent rights, performers' rights, design rights, registered designs, trademarks, rights relating to Confidential Information, and any other intellectual property rights, whether registered or unregistered, anywhere in the world.

Member: the organization with which GRI has entered into a Membership Agreement, including its successors and permitted assigns.

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

Membership Benefits: the benefits available to a Member under the applicable Network and Package, as described in the GRI Business Network (GRIBN) Brochure and the GRI Expert Network (GRIEN) Brochure.

Membership Fee: the annual fee payable by the Member to GRI for membership in the applicable Network and Package.

Networks: collectively, the GRI Business Network (GRIBN) and the GRI Expert Network (GRIEN).

Package(s): the membership package applicable to a Member based on its annual revenue and assigned Network, including the corresponding Membership Benefits as described in the GRI Business Network (GRIBN) Brochure and the GRI Expert Network (GRIEN) Brochure.

Parties: GRI and the Member.

Reporting Organizations: organizations that prepare and publish their own sustainability reports and participate in the Networks primarily to enhance their sustainability reporting knowledge and practices.

Website: www.globalreporting.org and any related webpages through which membership information and services are made available by GRI.

3. Membership Fee & Payment

- 3.1 Membership Fees are based on a Member's annual revenue and assigned Network. The applicable Packages, corresponding Membership Fees, and Membership Benefits are set out on the Website, as well as in the GRI Business Network (GRIBN) Brochure and the GRI Expert Network (GRIEN) Brochure, and should be reviewed by the Member prior to applying for membership.
- 3.2 Organizations that support GRI as donors may be eligible to receive Membership Benefits under terms determined by GRI on a case-by-case basis.
- 3.3 Payment of the Membership Fee entitles the Member to membership for a period of twelve (12) months, commencing on the date GRI receives the applicable Membership Fee.
- 3.4 The Member is not entitled to suspend its payment obligation or rely on setoff, save with GRI's prior written consent.
- 3.5 GRI reserves the right to revise the Membership Fees at any time. Any revised Membership Fees shall apply only to new Membership Agreements and renewals and shall not affect the Membership Fee applicable during the Member's current membership term.
- 3.6 Membership Fees are non-refundable and exclusive of VAT and any other applicable taxes, unless expressly stated otherwise. The Member shall pay all amounts due to GRI in Euros unless expressly stated otherwise. The Member is responsible for all taxes and charges related to its Membership Fees.
- 3.7 The Member is responsible for ensuring that all information provided to GRI is complete and accurate. GRI reserves the right to verify such information and, where necessary, reassign the Member to the appropriate Network and/or Package and adjust the applicable Membership Fee accordingly. Any such adjustment shall be communicated to the Member in writing.

4. Term and Termination

- 4.1 The Membership Agreement shall enter into force when GRI has accepted the Form in writing and has received payment of the applicable Membership Fee from the Member, whichever occurs later.
- 4.2 The Membership Agreement is entered into for a fixed term of twelve (12) months. Thereafter, the Membership Agreement shall automatically renew for successive periods of twelve (12) months unless either Party provides written notice of termination at least two (2) months before the end of the then-current term.
- 4.3 If the Member fails to comply with any obligation under the Membership Agreement, or in the event of a suspension of payments, bankruptcy, liquidation, dissolution, cessation of the Member's business activities, or proven actions that harm the reputation of the Networks or GRI, GRI may terminate the Membership Agreement, in whole or in part, without prejudice to any other rights or remedies available to GRI and without liability for any compensation.
- 4.4 In the event of termination pursuant to Article 4.3, all amounts owed by the Member to GRI shall become immediately due and payable. The Member shall take all actions reasonably required to enable GRI to enforce its rights under the Membership Agreement.
- 4.5 Upon termination or expiry of the Membership Agreement, the Member shall immediately cease all use of the Membership Benefits, materials, and the "Member" designation, and any certifications issued in connection with the membership shall lapse unless GRI agrees otherwise in writing.

5. Scope of Agreement

- 5.1 The Membership Agreement consists of this Membership Policy and the Form.
- 5.2 GRI reserves the right to review and amend this Membership Policy from time to time. The version of the Membership Policy accepted by the Member at the time of purchase shall remain applicable for the duration of the membership term referred to in Article 4.2.
- 5.3 GRI shall only be bound by any ad hoc amendment, addition, deviation, or modification to the Membership Benefits if expressly agreed to by GRI in writing. Any such amendment, addition, deviation, or modification shall relate solely to the specific Membership Benefits in question and shall not constitute an amendment to any other provision of the Membership Agreement. GRI reserves the right, at its sole discretion, to accept or reject any request for cancellation or modification.
- 5.4 The Membership Agreement shall prevail over any terms and conditions of the Member or any third party. GRI expressly rejects the applicability of any such terms and conditions in relation to the Membership Agreement.
- 5.5 If this Membership Policy is amended by GRI during a membership term, the Member may only renew its membership upon acceptance of the then-current version of the Membership Policy.

6. Packages and Membership Benefits

- 6.1 A detailed description of the Networks, applicable Packages, and corresponding Membership Benefits is provided in the GRI Business Network (GRIBN) Brochure and the GRI Expert Network (GRIEN) Brochure. GRI offers distinct Membership Benefits for members of the GRIBN and GRIEN.
- 6.2 For Reporting Organizations with an annual revenue exceeding EUR 1 billion, the Membership Benefits apply to all subsidiaries directly or indirectly controlled by the parent organization and operating under the same commercial brand. The parent organization must provide GRI with at least one designated contact for each subsidiary for which access to Membership Benefits is requested. Any complimentary enrollments in the GRI Professional Certification Program or the ESRS Professional Certification Program included in the applicable Membership Benefits are intended to be shared between the parent organization and its eligible subsidiaries and are not provided separately to each entity.
- 6.3 Subsidiaries of Members that are consultancies or sustainability service providers are eligible for a 50% discount on the applicable Membership Fee and will receive access to the Membership Benefits associated with their applicable Network and Package.
- 6.4 GRI reserves the right to determine and, where necessary, revise a Member's assigned Network and applicable Package. If GRI determines that a Member has been assigned to an incorrect Network or Package, GRI may reassign the Member and adjust the applicable Membership Fee and Membership Benefits accordingly.

7. Intellectual Property

- 7.1 All Intellectual Property Rights in and relating to the Membership Benefits, materials, content, resources, and services provided by GRI remain vested in GRI or its licensors, whether developed specifically for a Member or otherwise.
- 7.2 The Member shall not:

- a) copy, modify, reproduce, republish, sublicense, sell, upload, broadcast, post, transmit, distribute, or otherwise make available any Membership Benefits, materials, content, or resources without GRI's prior written consent;
- b) remove or alter any copyright, trademark, proprietary notice, or other notice included in any Membership Benefits, materials, content, or resources;
- c) modify, adapt, merge, translate, disassemble, decompile, or reverse engineer (except to the extent permitted by applicable law) any software made available by GRI as part of the Membership Benefits.

Any material breach of this Article 7.2 shall entitle GRI to terminate the Membership Agreement with immediate effect.

- 7.3 GRI trademarks, logos, and copyrighted materials may only be used with GRI's prior written permission. Requests regarding the use of GRI brand assets, trademarks, logos, or copyrighted materials should be submitted through the Permission Request Form available on the Website and sent to copyright@globalreporting.org. Requests must clearly specify the proposed use and the context in which the materials will appear.
- 7.4 Unless otherwise agreed in writing, the Member grants GRI the right to display the Member's name and logo on the Website and in other membership-related communications for the purpose of identifying the Member as a participant in the applicable Network.

8. Confidentiality

- 8.1 GRI shall process personal data provided by the Member in connection with the Membership Agreement in accordance with applicable data protection laws and [GRI's Privacy Policy](#), as amended from time to time and made available on the Website.
- 8.2 Each Party shall keep the other Party's Confidential Information strictly confidential and shall not use such Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under the Membership Agreement. Upon written request of the disclosing Party, the receiving Party shall promptly return or destroy the Confidential Information and shall not retain any copies, except where retention is required by applicable law.
- 8.3 Either Party may disclose Confidential Information to its legal, financial, professional, or other advisors to the extent reasonably necessary for the purpose of obtaining advice, provided that such advisors are subject to confidentiality obligations.
- 8.4 The obligations set out in this Article 8 shall survive the expiration or termination of the Membership Agreement.

9. Liability

- 9.1 GRI shall not be liable for any indirect, incidental, or consequential damages arising from or related to the Membership Agreement. GRI's total liability under the Membership Agreement shall not exceed the Membership Fee paid by the Member in the twelve (12) months preceding the event giving rise to the claim. GRI provides Membership Benefits, materials, and resources on an "as is" basis and makes no warranty as to their accuracy, completeness, or fitness for a particular purpose.

10. Governing Law and Jurisdiction

- 10.1 The Membership Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts of Amsterdam, the

Netherlands. Notwithstanding the foregoing, GRI reserves the right to initiate proceedings against the Member in any court of competent jurisdiction, including the courts having jurisdiction over the place where the Member is established.

11. Miscellaneous

- 11.1 If any provision of the Membership Agreement is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or otherwise ineffective in whole or in part, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent as closely as possible.
- 11.2 If a provision of the Membership Agreement cannot be modified in accordance with Article 11.1, the invalidity, illegality, or unenforceability of that provision shall not affect the validity or enforceability of the remaining provisions of the Membership Agreement.
- 11.3 The Member may not assign, transfer, novate, or otherwise dispose of any of its rights or obligations under the Membership Agreement, whether in whole or in part, without GRI's prior written consent. GRI may assign, transfer, novate, or otherwise dispose of its rights and obligations under the Membership Agreement to any affiliated entity, successor, or purchaser of all or a substantial part of its activities, upon written notice to the Member.
- 11.4 The Membership Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, correspondence, representations, understandings, and agreements relating to that subject matter.
- 11.5 Neither Party shall be liable for any failure or delay in performing its obligations under the Membership Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, governmental action, or failure of third-party infrastructure.
- 11.6 Any notice required or permitted under the Membership Agreement shall be given in writing by email. Notices to GRI shall be sent to networks@globalreporting.org. Notices to the Member shall be sent to the primary contact email address provided in the Form or such other address as the Member may notify to GRI in writing.
- 11.7 Nothing in the Membership Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship between GRI and the Member. Neither Party has the authority to bind the other or to act on the other's behalf.
- 11.8 No failure or delay by either Party in exercising any right under the Membership Agreement shall operate as a waiver of that right, nor shall any single or partial exercise preclude any further exercise of that or any other right.
- 11.9 Each Party represents that it is not subject to any applicable trade sanctions and shall comply with all applicable anti-bribery and anti-corruption laws in connection with the Membership Agreement.

Stay in touch

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