

TERMS OF USE – PRI COLLABORATION PLATFORM

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1. INTRODUCTION

The PRI Collaboration Platform (the “**Platform**”) is an online tool through which users can participate in collaborative discussions and initiatives (“**collaborations**”). The Platform is only accessible through the PRI Association website at www.unpri.org or www.collaborate.unpri.org and it provides PRI signatories (“**signatories**”) and certain other permitted third parties with a forum to pool resources, share information, enhance influence and engage with companies, policymakers and other actors in the investment value chain on ESG issues across asset classes, sectors and regions. It is also a hub for academics and signatories to connect and engage on research.

This document summarises guidelines for use of the Platform and outlines the services provided by the PRI in relation to collaborations. All Platform users are required to abide by these terms of use as well as our [website terms of use](#) and our [privacy policy](#), both of which are hereby incorporated into these Platform terms of use.

References in these terms of use to the ‘Principles’ are to the [Principles for Responsible Investment](#).

2. USING THE PLATFORM

ACCESS

The Platform can be accessed by signatories, academics and non-signatories that register for a PRI user account. Each collaboration has customisable visibility settings and can be made available to all signatories, specific signatory categories, academics and/or non-signatories by the collaboration creator. The “**owner**” of a collaboration will either be the collaboration creator (i.e. a signatory or the PRI) or a third party designated as the owner by the collaboration creator.

WHO CAN CREATE A COLLABORATION?

All signatories can create collaborations on the Platform and invite other users that have registered on the Platform to join a collaboration. The PRI can also create collaborations on behalf of stakeholders and other non-signatories. Only signatories and the PRI can create collaborations. The PRI will also create online working groups, advisory committees, networks and consultations that Platform users can join.

TYPES OF COLLABORATIONS

Typical collaborations include:

- writing joint letters to companies and/or policymakers;
- holding in-depth group discussions with target companies, policymakers or other actors;
- co-filing or sharing shareholder resolutions at general meetings;
- signing investor statements;
- participating in regulatory and other consultations;
- sharing information and investment practices to produce guidance on applying the Principles; and

- creating informal discussion groups around topics of interest and emerging ESG issues.

WHO CAN VIEW AND JOIN COLLABORATIONS?

The Platform is intended to promote collaboration among a range of actors in the investment chain, and invitations to collaborate are typically open to all signatories. Owners may, however, opt to tailor who can view and join their collaborations in the following ways:

- making their collaboration private and invitation-only;
- making their collaboration available to specific categories of signatory;
- excluding media signatories;
- making their collaboration available to academics; and/or
- making their collaboration available to non-signatories.

Collaborations posted on the Platform are usually open only to signatories. All users (including signatories) must be approved by the collaboration owner before they are able to join a collaboration. If any non-signatory (e.g. a stakeholder) would like to become involved in a signatory-only collaboration, this must be agreed by all of the collaboration members. The owner will then be able to add the non-signatory to the collaboration. Participation in one collaboration would not automatically entitle a non-signatory to access other collaborations on the Platform, unless those collaborations are also made available to non-signatories.

Owners can choose to make member lists, company lists (if the collaboration is engaging with companies) and collaboration summary and business case information visible in the following ways:

- only to the collaboration members;
- to all users of the Platform, including users who have not joined the collaboration; and/or
- to those who are not registered on the Platform.

The PRI ultimately makes the decision of which collaborations are available to non-signatories.

WHAT IS EXPECTED OF COLLABORATION OWNERS?

Owners are encouraged to update their collaborations regularly and, once the objective of the collaboration has been achieved or activity in a collaboration has ceased, to post outcomes within the collaboration and then wrap up the collaboration. The PRI will follow up with owners if a collaboration has no activity for 6 months.

SHARING AND PROMOTING COLLABORATIONS

The PRI is responsible for giving visibility to collaborations through the Platform itself, email alerts, the PRI's Twitter feed, webinars and podcasts, dependent on a particular collaboration's visibility settings and the capacity of PRI staff.

Owners are encouraged to promote their collaborations on social media and within their [professional] networks.

COLLABORATION MEMBERS

Users can collaborate at different levels of intensity according to their investment strategies and resources. Collaboration members will be identified within the collaboration as follows:

- **Lead organisation:** users leading the collaboration by providing significant resources and time. Depending on the type of collaboration, these users will be listed as Lead Filers, Co-Filers, Lead Investors or Chairs.
- **Supporting organisation:** users supporting the collaboration by lending their names and allocating a limited amount of resources and time. Depending on the type of collaboration, these users will be listed as Supporting Investors or Members.
- **Owners:** the user who manages the collaboration will be listed as the owner. The owner will not necessarily be from the lead organisation.

3. THE ROLE OF THE PRI

OVERSIGHT OF THE PLATFORM

The Platform is a tool for signatories to use for work that is aligned with the PRI's mission and the Principles. The PRI will curate and prioritise content and will highlight certain collaborations that align with the PRI's strategy in newsletters and on the Collaboration Platform homepage.

The PRI has oversight over all activities and collaborations in the Platform and will actively engage with and/or coordinate some collaborations, however users are encouraged to use the Platform without any involvement from the PRI. New collaborations (excluding discussions) must be approved by the PRI before they are posted on the Platform. Discussions will be regularly reviewed by the PRI and any that do not meet these terms of use will be removed.

Information on the Platform is obtained from sources we believe to be reliable, but we are not responsible for the accuracy of any such information. Any links to third party websites are made in good faith, whilst recognising that the PRI has no control over these sites. Please read our [website terms of use](#) for more information about third party sites. To the extent permitted by law, the PRI is not liable to you for any content posted by another user on the Platform.

SUPPORT FOR USERS

Non-signatories (such as coalitions of investors and the PRI's stakeholders) wishing to post a collaboration on the Platform should contact collaborations@unpri.org. The PRI will determine if the collaboration is aligned with the PRI's mission and the Principles and, if so, will post that collaboration on the Platform.

The PRI may be able to provide webinar and conference call facilities to support the work of collaborations on the Platform. Please note that these services are dependent on the availability of PRI resources at any given time and collaborations led by investor signatories will be given priority.

Users can flag any content they feel is inappropriate for review by the PRI administrator using the 'flag' button (see below). If a user is having technical issues, they should contact support@unpri.org for assistance or consult the [user guide](#) which explains how to use the Platform and create a collaboration.

4. PLATFORM RULES

APPROPRIATE USE AND SANCTIONS

It is the user's responsibility to ensure the content they post on the Platform is aligned with the Principles and in compliance with these terms of use and the law, and users should seek legal guidance if they are unsure.

When using the Platform, users are also expected to:

- use professional discretion;
- respect other users' privacy; and
- report content they consider to be in breach of these terms of use. This can be done by clicking on the 'flag' button next to the relevant content to flag such content for review by an administrator or by emailing collaborate@unpri.org.

If a user breaches these Platform terms of use and/ or the website terms of use, the PRI will contact the user to resolve the issue. The PRI may ban all users from that organisation from the Platform temporarily or permanently if misuse persists (or for any other reason as the PRI sees fit). In these circumstances, the PRI may also initiate the de-listing process if the organisation is a signatory.

REFERENCING THE PRI IN CONNECTION WITH COLLABORATIONS

Regardless of the level of support provided by the PRI, collaborations posted on the Platform should not be referred to as 'PRI collaborations' or 'PRI engagements' to avoid the implication that all PRI signatories support a given collaboration or that the collaboration is being run by the PRI.

USE OF THE PLATFORM FOR INITIATIVES INVOLVING A FINANCIAL COMMITMENT OR FOR MARKETING PURPOSES

Collaborations about a user's long-term service offerings that cost a fee, or which contain any information that the PRI deems to be marketing for such services, do not comply with these terms of use and cannot be posted as collaborations on the Platform. However, the PRI will allow information about certain services that incur a fee to be posted as collaborations on the Platform provided that: (i) the user has obtained the PRI's prior written consent for the collaboration; (ii) the collaboration is discrete and one-off; and (iii) the fee information is explicitly stated in the collaboration summary.

The above policy on offering services and marketing through the Platform will be reviewed by the PRI and may be amended from time to time depending on usage of the Platform.

USE OF THE PLATFORM TO ADVERTISE EVENTS

Events and webinars organised by signatories should not be advertised on the Platform unless they are closely related to a collaboration. In this case, details of the event may be included in the feed of the relevant collaboration.

5. USE OF DATA

CONFIDENTIALITY AND DATA PRIVACY

By using the Platform, all users agree that the information contained in a collaboration cannot be made public unless permission is given by the collaboration owner, or the collaboration owner makes the information publicly available using the collaboration settings. Additionally, such information cannot be used for any other purpose other than facilitating collaboration on ESG issues.

Users will retain all of their ownership rights in the content and information that they post in a collaboration and, by using the Platform, users grant a limited licence to owners and the PRI to use, store and copy such content and information and to make it publicly available in accordance with these terms of use.

The PRI's privacy policy can be found [here](#).

MESSAGING

The PRI's communication with users of the Platform will be mainly by email. Users can message each other on the Platform and can opt out from receiving messages from other users. These messages are not stored on the Platform, cannot be accessed by the PRI and are directed immediately to the user's email address.

6. COMPETITION / ANTITRUST COMPLIANCE

COMPLIANCE

Each user is responsible for its own antitrust compliance and should consult its own lawyers in relation to its use of the Platform with respect to applicable antitrust laws. However, the PRI expects all users to comply with this section 6 as a minimum.

As part of their involvement in collaborations on the Platform, users must ensure that they:

DO NOT discuss or share (between themselves or via the Platform) commercially sensitive information that could cause other users to change the way they compete on the market;

DO NOT discuss or share (between themselves or via the Platform) information relating to individual company dealings with suppliers or customers; and

DO report to the PRI any attempts by other users to discuss commercially sensitive information, whether this takes place on the Platform, offline or otherwise.

INFORMATION EXCHANGE

More generally, whenever they are communicating with other users through the Platform, users must ensure that they:

DO NOT accept any commercially sensitive information from competitors, including information relating to prices, cost, market strategy or dealings with individual suppliers or customers;

DO NOT submit sensitive commercial information to the PRI for collation and dissemination, **UNLESS** when this information is aggregated and published it is not possible to reverse-engineer anything commercially sensitive;

DO NOT enter into any arrangements, whether formal agreements or informal 'gentleman's understandings' that distort competition (for example, by fixing prices, sharing markets or customers); and

DO NOT seek to influence the development of any PRI collaborations for the purpose of restricting competition.

These Platform terms of use were last updated on **29 August 2019**.