



# Human Rights Working Group

## 2015 Scope of Work

### Project Context & Overview

The Guiding Principles on Business and Human Rights have become the global standard for managing human rights impacts. While the Guiding Principles provide clarity around the human rights responsibilities for business, they do not provide detailed guidance on how the principles should be implemented in practice.

BSR created the Human Rights Working Group (HRWG) in 2012 to address this gap in operational guidance. HRWG participants represent more than 20 companies across a range of industries and meet three times per year to share practical guidance, challenges, and lessons learned from implementing the Guiding Principles. The topics are chosen through a consensus-driven process among all members of the group. The group also meets for 1-hour monthly webinars on relevant human rights topics and to debrief from in-person meetings.

As is standard practice with BSR's Collaborative Initiatives, this scope of work presupposes several objectives and topical areas, but also expects that the group can continue to shape its objectives throughout the course of the year.

### Project Objectives

The HRWG's objective is to provide a forum for human rights practitioners to discuss challenges and practical solutions focused on implementing the Guiding Principles.

#### Project Outputs (deliverables):

- Deliver three modules (see chart below) on relevant human rights topics, which each include a 1.5 day in-person meeting, including a working dinner.
- Facilitate "kickoff" and "summary" webinars as part of each module
- Facilitate monthly webinars to discuss timely human rights issues that arise throughout the year and through consultation with the group
- Maintain online platform, Salesforce "Chatter", to encourage discussion between modules

**Chart 1: 2015 Modules**

HRWG Modules	Meeting Dates & Location
<p><b>Module 1: <i>Legal Issues</i></b> This module will explore the legal dimensions of human rights implementation, including human rights impact assessments, supplier and government agreements, reporting and transparency more broadly, and access to remedy. We will also explore the status of external legal mechanisms, including national law and the debate over various international instruments and entities.</p> <p><b>Review Topics at In-Person Meeting:</b> TBD by the group.</p>	<p><b>Meeting Date:</b> Week of March 17-18, exact date TBD.</p> <p><b>Location:</b> London, U.K.</p> <p><b>Other Relevant Events:</b></p> <ul style="list-style-type: none"><li>• Voluntary Principles Meeting, March 17-18</li></ul>

HRWG Modules	Meeting Dates & Location
<p><b>Module 2: <i>Internal Coordination</i></b>  This module will continue previous discussions of the important theme of “integration,” with a focus on corporate functions and activities that are particularly relevant to human rights, such as social investment, government affairs, and stakeholder engagement.</p> <p><b>Review Topics at In-Person Meeting:</b>  TBD by the group.</p>	<p><b>Meeting Date:</b> Week of June 22, exact date TBD.</p> <p><b>Location:</b> New York, NY</p> <p><b>Other relevant events:</b></p> <ul style="list-style-type: none"> <li>• UN Global Compact HRLWG (week of June 22)</li> </ul>
<p><b>Module 3: <i>Human Rights Management</i></b>  This module will resume the perennial topic of human rights management, with deep dives on new cases from within the group. This will depend on work by members over the course of 2015, but will likely include rolling out human rights policies and training, developing governance structures and management plans, integrating HRIA findings, and developing KPIs and evaluating performance.</p> <p><b>Review Topics at In-Person Meeting:</b>  TBD by the group.</p>	<p><b>Meeting Date:</b> November 2-3, 2015</p> <p><b>Location:</b> San Francisco, CA</p> <p><b>Other relevant events:</b></p> <ul style="list-style-type: none"> <li>• BSR Annual Conference (Nov 3-5)</li> </ul>

## Project Impacts and Outcomes

### Project Outcomes and Vision of Success

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

- Continue building a community of human rights practitioners to learn from one another and create a space for shared learning
- Elevate ambition-levels for participants to drive progress on managing human rights in their company
- Generate new thinking and ideas of ways to overcome human rights implementation challenges

### Project Impact Measurement and Results

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

- Provide a forum for human rights practitioners to regularly meet and discuss implementation challenges and solutions
- Provide research guidance and resources to improve human rights performance of member companies
- Informally gather feedback from members about improved human rights performance

At this time there are no plans for creating quantitative impact metrics for the Human Rights Working Group; however, an annual survey will be issued to members at year-end in order to gather feedback and ensure alignment with the project goals above.

## Roles and Responsibilities

Achievement of project objectives is contingent on both BSR and Members fulfilling the following roles.

**BSR's Role:**

BSR is responsible for leading the following activities:

- In preparation for each module: conduct research and benchmarking on relevant topics, arrange speakers, coordinate logistics, develop agendas for meetings and webinars, facilitate the meetings and webinars, and share summary meeting notes
- Prepare, facilitate, record, and circulate "open agenda" monthly webinars for participants to discuss issues related to business and human rights
- Circulate all relevant materials from each module to the group
- Maintain an online platform (SalesForce "Chatter") to collect and organize resources and research materials and encourage continued discussion and dialogue among the group
- Regularly survey the group to ensure continued alignment with the group's needs and goals

**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 / lessons learned
- Commit time to attend meetings and webinars
- Attend a majority of the calls and in-person meetings. Substitutions are welcomed and encouraged, particularly on thematic calls where it may be useful 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

**Timeframe and milestones****Q1:**

- Monthly webinars
- Module 1 In-Person meeting, 1.5 days and working dinner (London)
- Debriefing webinar from in-person meeting and circulation of meeting materials

**Q2:**

- Monthly webinars
- Module 2 In-Person meeting, 1.5 days and working dinner (New York)
- Debriefing webinar from in-person meeting and circulation of meeting materials

**Q3:**

- Monthly webinars
- Other activities to be decided throughout course of year

**Q4:**

- Monthly webinars
- In-person meeting alongside BSR Conference, 1.5 days and working dinner (San Francisco)
- Debriefing webinar from in-person meeting and circulation of meeting materials

**Project Cost**

\$12,000 fixed fee, for the period January 1, 2015 to December 31, 2015.

Core project outputs (deliverables) stated above are contingent on reaching a minimum participation target of 24 companies to participate in this collaboration. If the minimum participation target is not met, this scope of work is non-binding and may be subject to revision before considered final. Any activities

undertaken above and beyond what is here described (e.g., additional meetings) will result in additional fees and require an addendum to this scope of work.

This scope of work will not be adjusted if participation exceeds the participation target.

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 Members with available member credit may opt to apply this credit to offset fees indicated above. Please see the Proposal Acceptance page for further details.

This work will be billed on a fixed-fee basis and BSR will invoice 100 percent of fees upon receiving confirmed signature on this SOW (below).

BSR kindly requests receipt of this signed agreement by **January 15, 2015** to ensure timely processing for the 2015 launch of the working group.

## BSR's Collaborative Initiatives

BSR has a long history running collaborative initiatives that delve into challenging CSR issues to drive effective change. Founded in 1992, BSR's first working group launched in 1994 and the number and diversity has evolved over the years. Currently, BSR is leading 19 collaborative initiatives that span a wide array of industries and issues. The below diagram provides an overview of BSR's collaborative initiatives, which outlines our experience across the Human Rights Working Group impact areas.

	Who		What					Geographies					
	Multi-Sector	Industry Specific	Health & Wellness	Environment	Human rights & labor	Supply chain	Corporate strategy	Asia	Europe	North America	South America	Middle East	Africa
<b>Human Rights Working Group</b>	●				●	●		●	●	●	●		
Better Coal		●		●	●	●		●	●	●	●		●
Beyond Monitoring*		●		●	●	●	●	●	●	●	●	●	
Business Coalition for Population Health	●		●	●	●	●	●			●			
Center for Sustainable Procurement	●			●	●	●	●	●	●	●	●		
Clean Cargo Working Group	●			●		●		●	●	●	●	●	●
Climate Science Initiative	●			●			●	●	●	●	●	●	●
Container Ship Safety Forum		●						●	●			●	●
Ecosystem Services	●			●	●	●		●	●	●	●	●	●
Future of Fuels	●			●	●	●			●	●			
Future of Internet Power	●			●		●	●		●	●			
Future of Stakeholder Engagement	●						●	●	●	●	●	●	●
Healthcare Working Group		●	●				●	●	●	●	●	●	●
HERproject, HERfinance	●		●		●	●		●	●	●	●	●	●
Licensing Working Group*	●				●	●	●	●	●	●			●
Maritime Anti-Corruption Network		●			●	●	●	●	●				
Maximizing Sustainability Reporting		●	●	●	●	●		●	●	●	●	●	●
Migration Linkages*		●	●		●	●		●					
Mills and Sundries Working Group*		●		●	●	●		●	●	●	●	●	
Myanmar Responsible Sourcing	●				●	●	●	●					
Pharmaceutical Supply Chain		●		●	●	●		●	●	●	●		
Supplier Carbon Performance*	●			●		●		●					
Sustainable Lifestyles Frontier	●		●	●			●	●	●	●			
Sustainable Luxury Working Group		●		●	●	●		●	●	●			
Sustainable Water Group*		●		●	●	●		●	●	●	●		

\*Indicates groups that have sunset after achieving their primary objective(s).

## Terms and Conditions

“Company” referenced below applies to approving company as indicated below in, “Proposal Acceptance”.

BSR is a non-profit organization dedicated to helping its members and other companies learn about socially responsible practices. Except as set forth below, BSR shall hold all Confidential Information in confidence and shall not disclose any Confidential Information to any third party, other than to its employees, agents, or affiliates who need to know such information and who are bound by obligations of confidentiality with respect to such Confidential Information. BSR shall take the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. Notwithstanding anything to the contrary herein, upon reasonable written notice to Company, BSR may disclose Confidential Information in response to a valid order by a court or other governmental body or as otherwise required by law.

“Confidential Information” means any and all information and material disclosed by Company to BSR (whether in writing, or in oral, graphic, electronic or any other form) that is marked or identified in writing as confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure and summarized in writing and transmitted to the BSR within thirty (30) days of such disclosure. [Confidential Information, includes, without limitation, any (a) [items set forth on Exhibit A and any other] trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information and materials of, Company, provided that all of the foregoing are marked or identified in writing as confidential or proprietary in accordance with the procedures set forth above.] Confidential Information shall not include any information that (a) is or has become publicly known through no fault of BSR or its agents; (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in the possession of BSR without restriction prior to its disclosure by Company; or (d) is developed by or on behalf of BSR entirely independent of BSR’s performance.

BSR grants to Company, as a BSR member, the right to use for Company’s internal purposes the BSR deliverables for which Company has made payment in full to BSR.

All contract amounts are exclusive of VAT for countries where VAT is applied.

**Proposal Acceptance**

If you are in agreement with the terms and conditions outlined in this proposal, please sign with electronic signature via DocuSign. We will issue an invoice upon receipt. BSR retains the right to renegotiate this proposal if we do not receive signed acceptance within 60 days of the proposal date. 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: «MC\_RESERVED\_APPLIED»

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

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

Signed	Signed
Name	Name
Title	Title
Date	Date