

Terms of Membership

The Shellfish Growers Climate Coalition (SGCC) is comprised of shellfish growers, other entities in related food sectors, and The Nature Conservancy – all of whom share a common interest in collaborating on a range of efforts and leveraging their respective strengths all *to advance effective climate policy and a low carbon future*.

The Nature Conservancy, one of the founding members, is a tax-exempt organization, qualified as a public charity under Section 501(c)(3) of the United States Internal Revenue Code, whose mission is to conserve the lands and waters upon which all life depends.

In the interests of impactful collaboration while ensuring compliance with all applicable laws, Members of the Shellfish Growers Climate Coalition agree to the following terms:

1. **Activities:** Members agree to undertake activities and efforts in support of the Coalition in accordance with all applicable law, the Shellfish Growers Climate Coalition Guiding Principles (Exhibit A), Corporate Engagement Principles of The Nature Conservancy found on www.nature.org, and in alignment with activities supported by the Executive Committee of the Coalition.
2. **Summary of Provisions:** Members agree to abide by the provisions in the Collaboration Agreement, attached as Exhibit B. The key principles of which are:
 - a. Membership in the SGCC shall be for the purpose of collaborating to advance effective climate policy.
 - b. Members will be invited to support effective climate policies in many ways on behalf of the Coalition (e.g. – educating consumers and policymakers). Members, however, may not lobby on behalf of The Nature Conservancy.
 - c. Members may not participate in any political campaign on behalf of or in opposition to any Candidate for public office on behalf or related to their membership in the Coalition.
 - d. Membership shall not result in private benefit – financial or otherwise – that exceeds the benefits to The Nature Conservancy and its mission. (Note: This is fundamental to ensuring The Nature Conservancy's tax-exempt status is not put at risk.)¹
 - e. Members agree that their participation shall not be considered an implied or real endorsement of any other Member.
 - f. Members will not use the logo or other intellectual property of any other Member without their express written authorization.
 - g. All Coalition-related marketing activity, or fundraising campaigns will be undertaken in direct coordination with The Nature Conservancy.
3. **Conflicts of Interest:** To avoid any conflicts of interest – actual, potential or perceived – each Member certifies that they are not, nor have they been a key employee, member of the Board of Directors, or a Trustee of another Coalition Member (specifically, but not limited to, The Nature Conservancy). If a Member covered by this provision is a corporate entity, this applies to their employees. Further, each Member certifies that they have not donated \$5 million or more to another Coalition Member during the last fiscal year (specifically, but not limited to, The Nature Conservancy). If a Party covered by this provision is an individual, this provision also applies to any of their close family members. A list of key employees of The Nature Conservancy is attached as Exhibit C.

¹ A prohibited private benefit is any good, service, or other item of value received by a private party (either an entity or individual) from a charitable organization that serves the private party's interests, for which the charity did not receive something or some benefit that is of equal or greater value. Central to this analysis is that any benefit bestowed on a private party must be incidental qualitatively (i.e., the private benefit is simply a byproduct of a broader public benefit) and quantitatively (i.e., the private benefit is insubstantial in amount) to the furthering of the exempt purpose(s) of the 501(c)(3) organization. This may commonly arise when an organization is engaged in substantial activities that are not clearly furthering the organization's exempt purpose(s), as well as when a benefit is conferred on a private party beyond that which is necessary to advance the organization's exempt purpose(s).

Exhibit A

Guiding Principles for Action on Climate

Members of the Shellfish Growers Climate Coalition agree on certain fundamental issues relating to climate change. Specifically:

- Human impact on the Earth's climate system is well documented, scientifically understood, and profound.
- Taking action to address climate change is imperative to secure the viability of our businesses, our communities, and the natural resources they depend upon.
- Improving people's understanding of climate change and its impact on our businesses represent an important way to secure public support for clean energy policies.
- Enacting policies that reduce carbon emissions and encourage low-carbon choices are crucial to a low carbon future.

In addition to these fundamentals, the Coalition understands that it is urgent that the President and Congress put in place a long-term federal policy to protect against the worst impacts of climate change. Similarly, Coalition members understand that it is imperative to work with governors and state legislatures to act on state and local policies that address carbon pollution. Acting quickly allows us to meet the climate challenge at the least possible cost and put the necessary investments in place in time to meet our emissions targets.

Reducing our use of carbon will be good for the planet, good for economic growth and sustainability and the long-term viability of our businesses. Adherence to the following guidelines will help ensure success:

1. **Work with policy makers to significantly reduce U.S. greenhouse gas emissions** so that the U.S. is demonstrably a leader on global efforts to effectively limit climate change. Specifically, U.S. policy should ensure the country is on a path to achieve economy-wide emissions reductions of 80% or more by 2050 with aggressive near and mid-term emission reductions commensurate with this goal.
2. **Adopt market-based policies** that will harness the power of the market to achieve carbon reduction goals spur innovation, and create and preserve quality jobs in a growing low-carbon economy.
3. **Work to implement effective policies** that will deliver timely emissions reductions across the economy and include mechanisms that ensure emission goals are met. The timeline for reductions must allow capital intensive industries to adjust in an economically rational manner. Policies must provide incentives for investment and planning decisions consistent with realistic timeframes. Policies must focus on emission reductions outcomes, not specific resources or technologies, and include provisions to minimize and mitigate job loss in negatively impacted sectors of the economy. Climate policies must also consider adaptation to and mitigation of climate change impacts such as sea level rise, ocean acidification and increased frequency and intensity of storms.
4. **Adopt durable and responsive policies** that will deliver predictable results, increase public support across political cycles, and allow for modification as our understanding of climate change, policy impact, and technology evolves.
5. **Do less harm.** The Coalition recognizes that reduction of carbon emissions is central to any effective suite of climate policies. Policies must safeguard against negative marine and terrestrial ecosystem impacts, including reductions in biodiversity, while also supporting the competitiveness of the U.S. economy. Policies must address "emissions leakage" (i.e. - an increase in emissions in one country as a result of emissions reduction in another) that can undermine climate objectives.

In an effort to "do less harm" Coalition members strive to apply business practices that reduce our carbon footprint. We are also dedicated to growing products that provide important ecological benefits and require minimal inputs to produce.

6. **Promote Equity:** Unabated climate change is a major threat to the U.S. and global economies, yet the journey to a low carbon future will create winners and losers. Policies must include mechanisms to invest in American workers, and in disadvantaged communities that have the least resources to manage the costs of climate change.

Exhibit B

Collaboration Agreement

To establish the Shellfish Growers Climate Coalition, a partnership between and among shellfish growers, other entities in the food sector, and The Nature Conservancy to advance effective climate policy

This Collaboration Agreement (the “Agreement”) is entered into by the undersigned organizations and entities (the “Parties,” each individually a “Party”) to establish a partnership between and among shellfish growers, other entities in the food sector, and The Nature Conservancy (the “Conservancy”) to advance effective climate policy.

RECITALS

WHEREAS, the Conservancy is a tax-exempt organization, qualified as a public charity under Section 501(c)(3) of the United States Internal Revenue Code, whose mission is to conserve the lands and waters upon which all life depends;

WHEREAS, one of the major conservation priorities for the Conservancy is *to tackle climate change*, which can be advanced by business voices coordinated to inform climate policy at the state, federal, and global levels;

WHEREAS, the undersigned shellfish growers and other entities in the food sector with an interest in sustainable food production share a common interest in leveraging their respective strengths to addressing climate change and welcome the opportunity to collaborate on a range of efforts in support of advancing effective climate policy; and

WHEREAS, the Parties intend to share resources and expertise under the Collaboration Agreement to advance effective climate policy (the “Purpose”).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

TERMS

1. **Date.** This Agreement is entered by each Party as of the date each Party hereunder signs. Interested entities are eligible to become Parties to the agreement upon invitation from the Conservancy and the undersigned growers.
2. **Recitals.** All Recitals are incorporated herein.
3. **Activities.** The Parties agree to work collaboratively in accordance with the Corporate Engagement Principles of the Conservancy incorporated herein and found on www.nature.org. Efforts aimed at reducing the impacts of climate change may include, but are not limited to, the following types of activities:
 1. *Communication and public education*
 2. *Public policy engagement*
 3. *Recruiting members and leveraging the Coalition with other food sectors*
4. **Lobbying.** The Members will be invited to support effective climate policies in many ways on behalf of the Coalition (e.g. – educating consumers and policymakers). Members, however, may not lobby – as regulated by the IRS or the Lobbying Disclosure Act – directly on behalf of The Nature Conservancy.
5. **Campaigning.** The Parties agree not to participate or intervene in any political campaign on behalf of or in opposition to any Candidate for public office or any political party in relation to

the Coalition or any of its activities. This means that any activity that could help or hurt the chances for election of any Candidate, group of Candidates, or any political party is prohibited. This prohibition extends to all Candidate elections for public office, including but not limited to primary elections, special elections, and general elections, in any country, and at any level of government.

6. **Compliance with Laws.** No Party may take any actions that might cause any other Party to be in violation of any laws, in particular those related to the legal status of the Party, including for nonprofit members section 501(c)(3) of the Internal Revenue Code.
7. **Private Benefit.** To ensure the tax-exempt status of The Nature Conservancy is not put at risk the Parties agree that their membership in the Coalition will not result in private benefit - whether a financial benefit or publicity - that exceeds the benefits received by the Conservancy and its mission.
8. **Endorsement.** The Parties are prohibited from describing its relationship with the Conservancy, or any other Party, as an endorsement of its practices, policies or standards; on its packaging, promotional materials or advertisements; or in any other communication. All Parties are prohibited from using the logo or other intellectual property of any of the Parties in any manner, whether in conjunction with this Agreement or otherwise, absent express written consent. This does not preclude the future creation of a unique name and/or logo to represent the partnership established by the Agreement.
9. **Marketing.** Any marketing activity, or fundraising campaign in which the Conservancy is involved or is a beneficiary (financial or otherwise), must be undertaken in coordination with the Conservancy.
10. **Intellectual Property.** Under the Agreement the Parties might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating to the Conservancy and/or other Parties, which is confidential. Parties shall not, without prior written consent, use, publish, or divulge any confidential information, unless required to do so by law or by a court of competent jurisdiction or if such information becomes part of the public domain. A Party must return to the Conservancy or any other Party promptly upon termination of this Agreement all confidential information a Party has in its possession. Confidential information is understood to mean any information disclosed by one Party to the other in writing and marked "confidential" and information which is not marked as "confidential" which should, under the circumstances, be understood to be confidential by a person exercising reasonable business judgment. However, Confidential Information does not include any information that is or becomes known to the general public, that is already in the receiving Party's possession prior to disclosure, or that the receiving Party independently develops without the use of Confidential Information.
11. **Prohibited Entities.** The Parties warrant they are not, nor have they ever been, (i) included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; (ii) targeted by any sanctions laws; or (iii) debarred, suspended or otherwise declared ineligible for the award of contracts by any federal agency.
12. **Miscellaneous.** The Agreement is not for the following purposes: establishing any joint venture, partnership, or agency relationship of any kind between the Parties; appointing a fiscal agent; transferring the rights in the trademark(s) of a Party to another Party; establishing standards; fundraising on behalf of the Conservancy; lobbying on behalf of the Conservancy; or the provision of services by the Conservancy to another Party.
13. **Renewal and Withdrawal.** The Agreement will automatically renew on February 15 of each year, upon approval by the Executive Committee of the Coalition. Any Party may withdraw from this Agreement, effective immediately, upon written notice to the Executive Committee of the Coalition.

Exhibit C

Individuals who in the current fiscal year (FY23) are or during the preceding five fiscal years have been a Conservancy “key employee” or a member of the Board of Directors:

<p><u>Key Employees</u> Nathalie Augustin David Banks Matt Brown Jan Glendening Katharine Hayhoe Tom Neises Michael Sweeney Leonard Williams</p>	<p><u>Other/Former Key Employees</u> James Asp Mark Burget William Ginn Wisla Heneghan Steve Howell Brian McPeek Hugh Possingham Mark Tercek</p>
<p><u>Current Board of Directors</u> James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Kent J. Thiry Kevin Weil Ying Wu</p>	<p><u>Prior Board Members</u> David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Joseph H. Gleberman Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Ana M. Parma Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang Frances A. Ulmer P. Roy Vagelos Margaret C. Whitman</p>