ANNEX 4
ESG – CLIMATE ACTION

Definitions. For the purposes of this document:

(a) "ESG" means all the aspects of ESG including environmental, social and governance factors considered by companies, investors, public sector and other organizations in a wide range of decision-making processes and situations including strategy, purpose financing, company reporting and supply chain management. In the context of this Agreement, ESG also refers to environmentally sustainable objectives including climate change mitigation; climate change adaptation; the sustainable use and protection of water and marine resources; the transition to a circular economy, waste prevention and recycling; pollution prevention and control; and the protection of healthy ecosystems and biodiversity;

(b) "GHG Reporting Standards" means the standards for the measurement, reporting and management of greenhouse gases published by the Greenhouse Gas Protocol;

(c) "Greenhouse Gas Protocol" means the Greenhouse Case Protocol promulgated by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD); and

(d) "Product Carbon Footprint" means the total Greenhouse Gas Emissions over the whole life of any Services and supplied products, from the extraction of raw materials and manufacturing through to its use and final re-use, recycling or disposal, including Scope 1, Scope 2, and Scope 3 Emissions (as defined in the Greenhouse Gas Protocol), as described in the Greenhouse Gas Protocol.

Vendor shall: (i) use reasonable efforts to reduce carbon emissions and its impact on climate change. Membership of initiatives like the Science-Based Targets Initiative (SBTi) and other commitments to reaching Net Zero by 2050 at the latest are strongly encouraged by Ipsos, although they are not mandatory; (ii) use reasonable efforts to meet the principles of a circular economy in its operations and products, where possible; (iii) use its best efforts to minimize any waste materials and to turn waste materials into diverted waste, where possible.

ESG Report: Vendor represents and warrants that it will maintain complete and accurate records of all greenhouse gas emissions and other related ESG metrics associated with the performance of the Services. Vendor shall provide this information to Ipsos in an annual ESG Report which shall include (i) a summary of the commitments from the Provider on sustainability (Net Zero or carbon neutrality plans etc.) and a list of the policies in place in that area (e.g. switch to renewable energies, recycling of electronic equipment, policies for limiting water consumption, especially for air conditioning systems/cooling systems etc.), (ii) a summary of Vendor's actions promoting diverse and inclusive work environments, (iii) details on ESG metrics used by Vendor and (iv) a summary of the industry best practices on managing and reducing GHG Emissions applied by the Supplier in the previous year, and how these have been applied.

Vendor shall provide the ESG Report within forty (40) business days after the end of each calendar year, and more frequently as Ipsos may reasonably request. Vendor shall commission an independent third party, at Vendor's sole cost and expense, to independently verify and confirm all information contained in the ESG Report and provide Ipsos with a certification from such third party that the information within the ESG Report is true and accurate in all material respects. At Ipsos' option, the parties shall meet quarterly to review Vendor's sustainability performance, including Vendor's greenhouse gas and "green" objectives, industry best practices, the emergence of new and evolving relevant technologies and processes, an overview of Vendor's ESG metrics, and the Vendor's improvement initiatives. The ESG Report shall be provided in both pdf and csv formats sent by email to the Ipsos ESG Director (Supplier Compliance&ESG@ipsos.com), as well as to Vendor's regular Ipsos contact, who will both acknowledge receipt of the documents. Vendor shall also provide at the effective date of the Purchaser Order to Ipsos a declaration of certification (ISO, etc…) and Vendor's ESG policy if available.