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Global Smart Drinking Goals Program

Policy for the Protection, Management, Sharing and Dissemination of Data and Other Information

Adopted April 9, 2019

I. Introduction

The Global Smart Drinking Goals (“GSDG”) Program (the “GSDG Program”) involves the collection and sharing of research data and other information by Participants (as defined below) located around the world. AB InBev Foundation (the “Foundation”) has adopted this Policy for the Protection, Management, Sharing and Dissemination of Data and Other Information (this “Data Management Policy” or “Policy”) to set forth requirements for protecting, managing, using, transferring, storing, and publicly disseminating information associated with the GSDG Program, and to establish safeguards to maintain the confidentiality, security, and integrity of GSDG Program Data (as defined below). The Foundation further seeks to ensure:

- the transparent public dissemination of GSDG Program research results to advance approaches to reducing harmful drinking behaviors;
- the careful and comprehensive management of GSDG Program Data over the course of the GSDG Program and after its completion; and
- that the transfer, sharing, and use of GSDG Program Data are documented appropriately and carried out in accordance with all applicable laws.

A violation of this Policy by a Participant will constitute a material breach of the Participant’s agreement with the Foundation and may result, without limitation of the Foundation’s other rights or remedies, in the termination of the Participant’s engagement by the Foundation, participation in the GSDG Program and/or access to the GSDG Repository (as defined below), at the Foundation’s discretion.

The Foundation may revise this Policy from time to time in consultation with the Technical Advisory Group (“TAG”) and other Participants. If any Participant declines to abide by any such revisions, the Participant will no longer be eligible to participate in the GSDG Program, and the Foundation may terminate any engagement of that Participant in connection with the GSDG Program.

II. Scope

All Participants are subject to this Policy. Each Participant shall be responsible for ensuring that the conduct of all of its directors, officers, employees, contractors, agents and representatives is in accordance with the provisions of this Policy.

This Policy shall be effective for the duration of the GSDG Program. In addition, the obligations of Participants under this Policy with respect to Confidential Information in a Participant's possession or control or included in the Final Data Set (as defined below), the provisions herein with respect to ownership and licensing of intellectual property and indemnification, and such other provisions that by their sense or context would reasonably be understood to survive, will continue in effect after the completion or termination of the GSDG Program or expiration or termination of any Participant's participation in the GSDG Program or engagement by the Foundation.

This Policy supersedes any agreements heretofore in effect between a Participant and the Foundation, including any obligations set forth in any engagement letters, non-disclosure agreements or prior GSDG policies, with respect to the matters addressed in this Policy. This Policy does not amend or supersede any agreements between a Participant and Anheuser-Busch InBev SA/NV or its affiliates ("*AB InBev*").

III. Definitions

As used in this Policy, the following capitalized terms shall have the respective meanings specified below.

- A. "*Applicable Laws*" means any applicable laws, rules, orders, ordinances, regulations, statutes, requirements, codes or executive orders of any governmental or judicial authorities.
- B. "*Confidential Information*" means any non-public or proprietary information in any format or media pertaining to the Foundation or its affiliates or related to the GSDG Program. Confidential Information related to the GSDG Program includes, but is not limited to, Personal Data, GSDG Program Data, and Administrative Confidential Information, as defined below:
 - (1) "*Personal Data*" means any information relating to an identified or identifiable natural person. Without limitation of the foregoing, "*Personal Data*" includes any information that directly or indirectly identifies a natural person who is a subject of the research that forms the basis for GSDG Program Data and any information that, when combined with other information, could enable re-identification of such a natural person.
 - (2) "*GSDG Program Data*" means (a) any data, analyses, reports, studies or other information or materials created for the GSDG Program other than peer-reviewed scientific publications in scientific journals, books and conference proceedings; or (b) any data contributed to the GSDG Program or derived from such contributed data other than data published in, and a part of, peer-reviewed scientific publications in scientific journals, books and conference proceedings. Examples of GSDG Program

Data include the annual youth and adult alcohol surveys and data collected in conjunction with micro-evaluations of site-specific interventions.

- (3) “*Administrative Confidential Information*” means all information relating to the GSDG Program which was created by or on behalf of the Foundation or its affiliates except GSDG Program Data or other information necessary to validate research findings. Examples of Administrative Confidential Information include internal memos, meeting minutes, marketing information, and business intelligence.

Notwithstanding the foregoing, “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by a Participant or other Person with confidentiality obligations to the Foundation or AB InBev, or (b) becomes available to a Participant on a non-confidential basis from a third party that is not known by Participant to be bound by a confidentiality agreement with the Foundation or AB InBev or otherwise prohibited from transmitting the information to Participant.

- C. “*GSDG Repository*” means a centralized electronic repository maintained by the M&E Contractor (as defined below) to facilitate sharing of GSDG Program Data.
- D. “*Non-GSDG Researchers*” means scientific researchers who are not affiliated with, but are researching questions related to, the GSDG Program.
- E. “*Participant(s)*” means any of the Persons referenced in Section IV below.
- F. “*Person*” means an individual natural person or any legal entity, including any corporation, partnership, limited liability company or trust.
- G. “*Work Product*” means, with respect to a Participant, the work product that such Participant produces and research data that such Participant collects, in connection with the GSDG Program, including its GSDG Program Data and any deliverables, reports, conclusions, analyses, data frameworks and datasets.

IV. Participants

Participants are any of the following Persons, as applicable:

- A. **TAG Members.** TAG Members are scientific advisors who have been retained by the Foundation to provide guidance and advice regarding the design, implementation and measurement of, and ethical review of interventions under, the GSDG Program.
- B. **Measurement & Evaluation Contractor.** The “*M&E Contractor*” is a Person designated by the Foundation to advise on study protocols, oversee the collection and retention of GSDG Program Data, evaluate the accuracy of GSDG Program Data, and conduct and publish analyses of the GSDG Program’s effectiveness.
- C. **Implementation Providers.** “*Implementation Providers*” are Persons designated by the Foundation to assist Steering Committees in designing and executing interventions intended to reduce harmful drinking and its effects.

- D. Labeling Contractor.** The “*Labeling Contractor*” is a Person designated by the Foundation to analyze existing research and assemble a conference of experts to develop recommendations for a standardized guidance label to include on alcohol beverage products.
- E. City Pilot Steering Committees.** As part of the city pilot projects (each, a “*City Pilot*”), each city will have a steering committee (each, a “*Steering Committee*”), which is a public-private collaboration whose members include a Foundation representative, a local government representative, a public health representative, and other stakeholders. Steering Committees have authority to act in their own communities to identify, prioritize, and implement local initiatives designed to address harmful drinking.
- F. City Pilot Coordinators.** Each City Pilot will have a coordinator (a “*City Pilot Coordinator*”) who is not a member of the Steering Committee, as well as a program officer. City Pilot Coordinators are charged with supporting the Steering Committee; coordinating administrative aspects of the Steering Committee and supporting the City Pilots, including managing the collection, transmission, and maintenance of data; directing the implementation of programs selected by the Steering Committee; and interfacing with the Foundation and various Participants, including the M&E Contractor.
- G. GSDG Researchers.** “*GSDG Researchers*” are scientific researchers, including the M&E Contractor, the Implementation Providers, the Labeling Contractor, and members of the TAG, who are engaged by the Foundation in connection with the GSDG Program.

V. Data Protection, Sharing, Transfer, and Dissemination

- A. Data Protection.** At a minimum, Participants shall adhere to the data protection and management best practices set forth in *Exhibit A* and any Applicable Laws. If a Participant engages a third party to carry out GSDG Program-related activities on the Participant’s behalf, the Participant shall ensure that such third party adheres to the requirements of this Policy, including the data protection requirements set forth herein.
- B. Intellectual Property.** Each Participant shall own all of its Work Product. Each Participant hereby grants to the Foundation and its affiliates a worldwide, perpetual, irrevocable, royalty-free, assignable, transferrable and sub-licensable, non-exclusive right and license to reproduce, prepare derivative works based on, distribute, perform, display publicly and otherwise use the Work Product for purposes consistent with the goals of the GSDG Program.
- C. Data Sharing and Transfer.** Each Participant transferring, sharing or disclosing GSDG Program Data hereunder represents, warrants and agrees that:
 - (1) It shall not transfer any Personal Data;
 - (2) Its transfer of GSDG Program Data and the use of such GSDG Program Data in connection with the GSDG Program will not violate any Applicable Laws or infringe any intellectual property or other third party rights; and
 - (3) It will indemnify and hold harmless the Foundation and AB InBev, and their directors, officers, employees, representatives or agents, all of which are intended

beneficiaries of this Policy, from and against any and all claims, liabilities, injuries, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and related costs, of any nature whatsoever, resulting from the breach of the foregoing clauses (1) or (2) by Participant or any Person making disclosure of GSDG Program Data on Participant's behalf.

D. Engagement of Third Parties. Any requests for proposals ("RFPs") issued in connection with the GSDG Program shall solicit information regarding the procedures, tools, techniques and methodologies the bidders plan to deploy in connection with data management and copies of their relevant policies and procedures, as applicable. See *Exhibit B* for a sample list of questions and issues to be addressed in the RFP process.

E. Publication and other Dissemination of GSDG Program Research. Participants are encouraged to publish or present in connection with the GSDG Program in professional venues, including in peer-reviewed journals and at conferences and research meetings, and will have final authority over the content of any such publication or presentation. Guidelines for publishing and presenting, including best practices, are set forth in the [Foundation's Publication Guidelines for Global Smart Drinking Goals Program Participant Authors](#) ("Publication Guidelines"). Participants must comply with the following requirements in connection with any such publications or presentations:

- (1) Authors or presenters must provide the M&E Contractor with advance notice of, and the opportunity to review, planned publications and presentations. In addition, the TAG will have the right to review any proposed publications or presentations. The TAG may determine the timing of any such proposed publication or presentation that is based on preliminary or partial data.
- (2) Authors or presenters must disclose the role of the Foundation and/or AB InBev, as applicable, in connection with the publication or presentation, including: (i) that they have received funding support from the Foundation or AB InBev, as applicable; and (ii) the identity of any co-authors and their roles, as applicable, in study design; collection, analysis, or interpretation of data; writing of a manuscript; and the decision to make the presentation or submit the article for publication. Such funding acknowledgement shall include the following statement (or such other statement as may have been approved by the Foundation): "The research and preparation of this [manuscript] were supported by funding from AB InBev Foundation [or AB InBev]. The content is solely the responsibility of the authors and does not necessarily represent the views of AB InBev Foundation, AB InBev or any of their affiliates."
- (3) Authors or presenters may not include any Personal Data pertaining to any research subjects in any publication or presentation.

F. Non-GSDG Researchers. Access to and use of GSDG Program Data by Non-GSDG Researchers shall be subject to the provisions of a data sharing agreement between such Non-GSDG Researcher and the Foundation containing requirements and restrictions consistent with the objectives of this Policy.

VI. Post-Program Data Retention

- A. Final Data Set.** At the conclusion of the GSDG Program, the Foundation will designate a Person (the “*Final Data Set Contractor*”) to collect, aggregate, preserve, maintain and manage all of the research results, de-identified underlying data, and any other data or factual information as necessary to validate research findings (the “*Final Data Set*”). GSDG Researchers will have the right to access the Final Data Set for additional study. Non-GSDG Researchers may access and use the Final Data Set upon request, subject to the approval of the Foundation or Final Data Set Contractor.
- B. Disposition of Confidential Information.** After the Final Data Set has been assembled (or at such sooner time as a Participant’s participation in the GSDG Program has ended), each Participant shall return to the Foundation or securely destroy within 60 days all Confidential Information in the Participant’s possession or control, and certify in writing to the Foundation as to its compliance with such requirement. Notwithstanding the foregoing:
- (1) If a Participant possesses backup media containing Confidential Information that it otherwise would be obliged to return or destroy, but which cannot practicably be accessed, the Participant may maintain such backup media, subject to the confidentiality obligations set forth in this Policy, provided that it shall delete such Confidential Information media as soon as practicable thereafter. The Participant shall disclose the existence of any such retained backup media in its certification.
 - (2) The Participant shall not be required to return or destroy:
 - GSDG Program Data that such Participant created or that it is required to retain to comply with Applicable Laws;
 - Data published in, and a part of, peer-reviewed scientific publications in scientific journals, books and conference proceedings;
 - Data or information that was not created, received, or otherwise obtained by the Participant in connection with the GSDG Program; or
 - collections of publicly-available information, such as reviews of scientific literature.
 - (3) Each Participant shall, prior to complying with the foregoing requirements to return or delete Confidential Information, ensure that it has transferred a copy of all of its GSDG Program Data to the M&E Contractor.

Exhibit A: Data Protection and Management Best Practices

Participants who access any Confidential Information agree to comply with all Applicable Laws and with the data protection and management best practices set forth in this *Exhibit A*. Without limitation of the foregoing, each Participant shall, to the extent required by Applicable Laws, implement a written information security program, and shall otherwise take reasonable measures, to ensure the confidentiality, security, and integrity of any such Confidential Information, and shall follow information protection and handling best practices with respect to such Confidential Information. At a minimum, Participants shall:

1. Ensure that all those who will have access to Confidential Information, including any third party the Participant may engage to carry out GSDG Program-related activities on the Participant's behalf, understand and adhere to the requirements of this Policy including the Data Protection requirements set forth herein;
2. Protect Confidential Information and limit access to authorized researchers who have agreed to be bound by this Policy;
3. Protect the identities and confidentiality of all GSDG Program research subjects;
4. Protect Confidential Information using appropriate administrative, technical, organizational, and physical safeguards, as well as backup and encryption, both in transit and at rest;
5. Never attempt to override technical or management controls to gain unauthorized access to Confidential Information;
6. Access Confidential Information only for the specific reason for which the access has been given;
7. Obtain any Institutional Review Board (IRB) approval or other ethical clearance required for any research conducted using the GSDG Program Data, or a signed waiver from an IRB/clearance board;
8. Use complex passwords that are composed of at least 8 characters and multiple character types and are changed no less than every six months;
9. Download Confidential Information only onto secure networks or servers with strong security protocols, make sure that security patches are implemented and that the computer or server is running virus prevention software;
10. Avoid storing Confidential Information locally on a desktop, laptop, or thumb drive (or encrypt the data if doing so); close out files when leaving the office; and never store Confidential Information using public file storage platforms; and
11. Provide the Foundation and the M&E Contractor with periodic updates on the security protocols applicable to the Participant's Confidential Information collection and usage.

Exhibit B: Considerations When Engaging Third Parties

Below are some suggested points to be addressed when soliciting a vendor or other third-party service provider that may have access to Confidential Information. Prior to engagement, the Foundation shall conduct a formal review of any such service provider's ability to comply with applicable Policy requirements. This list is not exhaustive and should be viewed as a starting point for the due diligence process.

- 1.** What are your proposed approaches and processes for creating, collecting, assembling, backing-up, archiving, and physically and electronically protecting and securing Confidential Information?
- 2.** How will Confidential Information be managed and maintained?
- 3.** Are there any data types or formats that present special challenges, and how would you propose to manage these challenges?
- 4.** Are there any forms or types of data that your organization is not prepared to handle? (Consider, for example, biological samples, software, curriculum materials, or other such materials.)
- 5.** Will you utilize your own data repository and/or IT support services or subcontract IT services to a third-party provider? Do you have contractual provisions in place with such third-party providers to ensure that they employ proper data security safeguards?
- 6.** Please describe your administrative, technical, organizational, and physical safeguards that would govern access to, and disclosure of, Confidential Information. Provide copies of the relevant policies.
- 7.** Who in your organization would be responsible for processing and managing data sharing requests?
- 8.** How do you propose to manage the disposal of redundant, obsolete, or otherwise unneeded data? Please describe the proposed disposal methods and provide relevant retention schedules.
- 9.** How do you propose to monitor GSDG Program-related data processing activities, including production of an annual report regarding data management and sharing? Please provide copies of your policies and procedures that would govern such processes.