

# Terms of Implementation for Business Partners to be involved in the BSCI monitoring process (Producers)

## I. Introduction

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For the purpose of this document, "**Producers**" refers to the business partner in the supply chain of a BSCI Participant that manufactures goods (food or non-food) or produces raw materials and that, as a result of the **BSCI Participant or Business Partner's due diligence**, has been included in the BSCI monitoring process.

This decision may come directly from the BSCI Participant or indirectly through a BSCI Participant's business partner.

BSCI Participants reserve the right to include or exclude the producer in the monitoring process at any time, as a result of their own definitions of risks.

By signing these Terms of Implementation, **producers** endorse the values and principles of the BSCI Code of Conduct and commit to take the appropriate measures to observe the principles of the BSCI Code of Conduct at their own facilities.

In addition, they will involve their significant business partner to act in a responsible way.

## II. Commitment to socially responsible business

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- 2.1.** In undertaking the responsibilities set out in the BSCI Code of Conduct, **producers** work together with BSCI Participants and pursue a constructive and open dialogue with their stakeholders towards the application of the BSCI Code of Conduct.
- 2.2.** Producers **actively communicate** their endorsement of the BSCI Code of Conduct through their company organization and to their business partners. Producers shall **display the BSCI Code of Conduct** in the local language in an openly accessible location.
- 2.3.** Producers confirm **having read and understood** the BSCI Code of Conduct and relevant Terms of Implementation and they commit to work towards full observance thereof, within their sphere of influence.
- 2.4.** Producers have **the procedures and sufficient resources in place** to meet their responsibilities related to the BSCI Code of Conduct and ensure that there is continuous improvement in its implementation.
- 2.5.** Producers require their significant business partners to work towards full observance of the BSCI Code of Conduct and take, within their sphere of influence, the reasonable measures necessary to make the BSCI Code of Conduct applicable to their own business partners.
- 2.6.** Producers **acknowledge that neglecting the values and principles of the BSCI Code of Conduct and/or violating any of these Terms of implementation** are sufficient grounds for BSCI Participants or relevant business partners to terminate their business relations with a signatory producer. The burden of proof in this respect shall lie with BSCI Participants or business partners as applicable.

## III. Embedding social responsibility into the business enterprise culture

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- 3.1.** Producers should establish good management practices that **involve workers and their representatives** in sound information exchanges on the workplace issues.
- 3.2.** Producers should set **policies and procedures in place** to ensure the observance of the principles of the BSCI Code of Conduct and appropriate protection of workers.
- 3.3.** Producers should take specific steps to make **workers aware of their rights** and responsibilities, in particular to the most disadvantaged groups (e.g. migrant workers).
- 3.4.** Producers should **build sufficient competence** among the managers and workers in order to embed the BSCI Code of Conduct in their business enterprise culture.
- 3.5.** Production, Human Resources and other relevant departments (or individuals) should be **trained and incentivised** in a manner that allows them to contribute to the integration of the principles of responsible business in the business enterprise culture.

## IV. Cooperation and empowerment of their own facilities and supply chain

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4.1. Producers **engage in training and support their own staff** in order to build the necessary capacities to achieve and uphold the principles of the BSCI Code of Conduct.

4.2. Producers **seek a constructive and open dialogue with their workers and workers representatives over their responsibility to observe the principles of the BSCI Code of Conduct**

4.3. **Producers seek a constructive and open dialogue with significant business partners over their ability to observe the BSCI Code of Conduct** and assist them in order to help them meet these expectations.

## V. Due diligence in their own facilities and in their supply chain

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5.1. Producers **commit to act diligently** in (a) assessing actual and potential adverse impacts of their business against the values and principles of the BSCI Code of Conduct; (b) identifying in their own facilities and their supply chain where the most significant risks for these adverse impacts may occur and (c) acting upon them with the aim of preventing and/or addressing them in line with the BSCI Code of Conduct.

5.2. Producers **gather and assess reliable information about their own business and business partners' responsible behaviour and keep the necessary documentary evidence that they have acted diligently**. They seek further detail on the **root causes** of any discrepancy with the principles of the BSCI Code of Conduct and take the necessary corrective actions.

5.3. Producers require that **their business partners regularly report** to them on their progress in implementing and/or upholding the BSCI Code of Conduct as well as the effectiveness of their responses to adverse impact to the values and principles of the BSCI Code of Conduct in which they may have been involved.

5.4. Producers should set up or engage in -to the extent possible- an effective **operational level grievance mechanism** to respond to individuals (particularly their workers) and communities adversely impacted by their activities.

## VI. Information management

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**6.1.** Producers **report accurately to BSCI Participants** on their implementation plan and continuous improvement of their own business, as well as the effectiveness of any response to adverse impact to values and principles of the BSCI Code of Conduct in which they may have been involved.

**6.2.** Producers **seek to understand** the concerns of potentially affected stakeholders, from which they may need to seek advice, and consult externally with credible, independent experts. This includes governments, civil society and workers representatives to verify the effectiveness of their implementation process.

**6.3.** Producers commit **to immediately inform the BSCI Participant** -to the extent possible- of any misconduct of themselves and/or their business partners, particularly subcontractors, of which they become aware and that may result in an adverse impact to the values and principles of the BSCI Code of Conduct.

## VII. Monitoring toward improvements

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**7.1.** Producers **monitor** that the BSCI Code of Conduct is observed by **them and their business partners** involved in the production process based on a development-oriented approach.

**7.2.** Producers acknowledge the **importance of having trustful relationships** and will not be involved in falsifying any information, particularly documentary evidence relevant for the monitoring of their performance towards observance of the BSCI Code of Conduct.

**7.3.** Producers agree that the individual auditors working on behalf of or otherwise representing an Auditing Company conducting BSCI audits may **gather the necessary documentary evidence**. This includes - but is not limited to - pictures of their production site(s) as well as copies of business documents **relevant for the audit**.

**7.4.** Producers agree that **confidential interviews** with workers representatives and workers freely chosen by the auditors are conducted, without any influence from the producer side.

**7.5.** Producers agree that **all audit information will be recorded in the BSCI Platform**. This Platform allows sharing of the audit reports among BSCI Participants.

**7.6.** Producers agree that the information gathered in their facilities during the BSCI Audit **can be shared with third parties** (i) insofar as this occurs within the framework of the BSCI; (ii) insofar as such transfer is necessary for the provisions by or on behalf of FTA/BSCI-related activities, and/or (iii) the third parties agree to treat the information provided with utmost respect and for the only purpose relevant for the case.

**7.7.** Producers agree that the BSCI Auditors can be subject to a Witness Audit when conducting the BSCI audit in their facility. Witness Audits aim at ensuring the quality of Auditors / Auditing Companies performing BSCI audits. Therefore, they have no incidence on producers' performance or audit results and has no additional cost for the

producer. Producers agree that if requested, their BSCI social audit will include a Witness Audit and the additional Auditors will be allowed access to the facility.

**7.8.** Producers agree that their facility and production sites can be subjected to investigation measures in the frame of the **BSCI Integrity Program**, - such as but not limited - to Witness Audits, Duplicate Audits and Random Unannounced Checks (RUC). Where RUC results will negatively differ from the previous audit result, the Producer will bear the full cost of the RUC.