

# Terms of Implementation for Business Partners

## I. Introduction

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For the purpose of this document, "**Business Partner**" refers to the commercial entity, such as importers or agents, with which the amfori BSCI participant has a commercial relation, and through which the amfori BSCI Participants intend to cascade the principles of the amfori BSCI Code towards the producers that may be eventually monitored.

It may also mean the commercial entity, such as subcontractors or sub-suppliers, with which a producer has a commercial relation and through which the producer intends to cascade the principles of the amfori BSCI Code.

By signing these Terms of Implementation, **business partners** endorse the values and principles of the **amfori BSCI Code of Conduct or equivalent** and commit to take, within their sphere of influence, all reasonable and appropriate measures to observe them.

The reference this document makes to the amfori BSCI Code of Conduct includes any other equivalent code of conduct and respectively related system.

**Third-party partners**, as mentioned in this document, refer to Business partners of the one who signs these Terms of Implementation.

Business partners that have signed these Terms of Implementation **are not subjected to the amfori BSCI monitoring process**. However, the amfori BSCI Participant reserves the right to include them, when deemed relevant as result of the amfori BSCI participant's due diligence process, in which case the business partner will need to sign the Terms of Implementation for **Producers**.



CLOS DU PHOENIX

# Terms of Implementation for Business Partners to be involved in the amfori BSCI monitoring process 1 (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 amfori BSCI Participant that manufactures goods (food or non-food) or produces raw materials and that, as a result of the **amfori BSCI Participant or Business Partner's due diligence**, has been included in the amfori BSCI monitoring process.

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

amfori 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 amfori BSCI Code of Conduct and commit to take, the appropriate measures to observe the principles of the amfori 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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• In undertaking the responsibilities set out in the amfori BSCI Code of Conduct, **producers** work together with amfori BSCI Participants and pursue a constructive and open dialogue with their stakeholders towards the application of the amfori BSCI Code of Conduct.

• Producers **actively communicate** their endorsement of the amfori BSCI Code of Conduct through their company organization and to their business partners. Producers shall **display the amfori BSCI Code of Conduct** in the local language in an openly accessible location.

• Producers confirm **having read and understood** the amfori BSCI Code of Conduct and relevant Terms of Implementation and they commit to work towards full observance thereof, within their sphere of influence.

• Producers have **the procedures and sufficient resources in place** to meet their responsibilities related to the amfori BSCI Code of Conduct and ensure that there is continuous improvement in its implementation.

• Producers require their significant business partners to work towards full observance of the amfori BSCI Code of Conduct and take, within their sphere of influence, the reasonable measures necessary to make the amfori BSCI Code of Conduct applicable to their own business partners.

• Producers **acknowledge that neglecting the values and principles of the amfori BSCI Code of Conduct and/or violating any of these Terms of implementation** are sufficient grounds for amfori 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 amfori BSCI Participants or business partners as applicable.

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

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• Producers should establish good management practices that **involve workers and their representatives** in sound information exchanges on the workplace issues.

• Producers should set **policies and procedures in place** to ensure the observance of the principles of the amfori BSCI Code of Conduct and appropriate protection of workers.

• 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).

• Producers should **build sufficient competence** among the managers and workers in order to embed the amfori BSCI Code of Conduct in their business enterprise culture.

• 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 amfori 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 amfori BSCI Code of Conduct**
- 4.3. Producers **seek a constructive and open dialogue with significant business partners over their ability to observe the amfori 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 amfori 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 amfori 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 amfori 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 amfori BSCI Code of Conduct as well as the effectiveness of their responses to adverse impact to the values and principles of the amfori 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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Producers **report accurately to amfori 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 amfori BSCI Code of Conduct in which they may have been involved.

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.

Producers commit to **immediately inform the amfori 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 amfori BSCI Code of Conduct.

## VII. Monitoring toward improvements

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

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 amfori BSCI Code of Conduct.

Producers agree that the individual auditors working on behalf of or otherwise representing an Auditing Company conducting amfori 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**.

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

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

Producers agree that the information gathered in their facilities during the amfori BSCI Audit **can be shared with third parties** (i) insofar as this occurs within the framework of the amfori BSCI; (ii) insofar as such transfer is necessary for the provisions by or on behalf of amfori/amfori 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 amfori BSCI Auditors can be subject to a Witness Audit when conducting the amfori BSCI audit in their facility. Witness Audits aim at ensuring the quality of Auditors / Auditing Companies performing amfori 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 amfori 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 **amfori 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.

  
Signature on behalf of the Company

 Phoenix

31/12/2019  
Date of the signature

Clos du Phoenix

CLOS DU PHOENIX s.r.l.  
Name of the company

Maya Ghid  
Name of the person



# amfori BSCI Code of Conduct

Our enterprise agrees to respect the following labour principles set out in the amfori BSCI Code of Conduct.

## amfori BSCI Principles



### The Rights of Freedom of Association and Collective Bargaining

Our enterprise respects the right of workers to form unions or other kinds of workers' associations and to engage in collective bargaining.



### Fair remuneration

Our enterprise respects the right of workers to receive fair remuneration



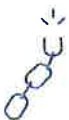
### Occupational health and safety

Our enterprise ensures a healthy and safe working environment, assessing risk and taking all necessary measures to eliminate or reduce it.



### Special protection for young workers

Our enterprise provides special protection to any workers that are not yet adults.



### No bonded labour

Our enterprise does not engage in any form of forced servitude, trafficked or non-voluntary labour.



### Ethical business behaviour

Our enterprise does not tolerate any acts of corruption, extortion, embezzlement or bribery



### No discrimination

Our enterprise provides equal opportunities and does not discriminate against workers.



### Decent working hours

Our enterprise observes the law regarding hours of work.



### No child labour

Our enterprise does not hire any worker below the legal minimum age.



### No precarious employment

Our enterprise hires workers on the basis of documented contracts according to the law



### Protection of the environment

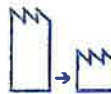
Our enterprise takes the necessary measures to avoid environmental degradation.

## amfori BSCI Approach



### Code Observance

Our enterprise is obliged to protect workers' rights as mandated by the law and the amfori BSCI Code.



### Supply Chain Management and Cascade Effect

Our enterprise uses the amfori BSCI Principles to influence other business partners



### Workers' Involvement and Protection

Our enterprise keeps workers informed about their rights and responsibilities.



### Grievance Mechanism

Our enterprise provides a system to collect complaints and suggestions from employees