# Sustainable Supply Chain Initiative (SSCI) & Scheme Owner

# Benchmarking Agreement

**This agreement is established by and between:**

(i) **The Consumer Goods Forum**, a French association (*association Loi 1901*), whose SIREN number is 784 315 194 and whose registered office is 47-53 rue Raspail, 92300 Levallois-Perret, FRANCE.

Hereinafter referred to as "**CGF SSCI**" or “**SSCI**”,

And

(ii) SCHEME OWNER NAME, an entity incorporated under the laws of [ ] and having its registered office at [ ], represented by NAME+POSITION

Hereinafter referred to as the “**Scheme Owner**”.

### Preliminary Remarks

1. The Scheme Owner has applied to the Sustainable Supply Chain Initiative (SSCI) Steering Committee of the Consumer Goods Forum for the Scheme Owner’s social and environmental sustainability scheme to be benchmarked against the requirements of the SSCI Benchmarking Requirements.
2. The Scheme Owner will undergo a benchmarking assessment in accordance with the SSCI Benchmarking process set out in the SSCI Benchmarking Requirements in consideration with the payment of the fees set out in Schedule 1. In principle, the benchmarking assessment process until recognition shall not last more than one (1) years.
3. The Scheme Owner warrants that the requirements listed in the SSCI Benchmarking Requirements (as defined hereafter) are delivered.
4. The Parties have entered into this agreement to set out the nature of each Party’s obligations to the other Party in relation to the Benchmarking process and for the term of this Agreement.
5. Definitions
   1. Unless otherwise defined in this agreement, definitions used shall have the meaning set out in the SSCI Benchmarking Requirements. In this agreement:

***Authorised Representatives*** means, in relation to a Party, its respective directors, officers, employees, agents, advisers, accountants and consultants of that Party.

***Confidential Information*** means, collectively, any information:

1. Which may have been acquired before or after the date of this Agreement in relation to any Party’s customers, business, assets or affairs; or
2. Which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement)
3. Any document and/or report that is not public or subject to the exclusion set forth in clause 3.3, which is provided by the Scheme Owner to SSCI for the purpose of this Agreement.

***Grounds for Suspension*** means any circumstances that give SSCI reasonable grounds to believe that the Scheme Owner may no longer be able or willing to comply with its obligations under the Benchmarking Requirements or this Agreement.

***SSCI Benchmarking Requirements*** refers to the "SSCI Benchmarking Requirements” version 1.1 or any subsequent sub-version of the document (version 1.2 etc.)" published on the [website](https://www.theconsumergoodsforum.com/initiatives/sustainable-supply-chain-initiative/key-projects/benchmarking-recognition/) and available upon request from SSCI. The SSCI Benchmarking Requirements consist of four integral parts:

Part I: Benchmarking Process;

Part II: Requirements for the Management of Schemes;

Part III: Scope-specific Requirements;

Part IV: The Glossary.

***Purpose*** means the assessment of the Scheme’s alignment with the requirements of the Benchmarking Requirements.

***Scheme*** means the social and environmental sustainability scheme developed by the Scheme Owner.

***Working Hours*** means 9.00 am to 6.00 pm in the relevant location on any business day.

1. alignment with the SSCI Benchmarking Requirements
   1. The Parties agree to comply with their respective obligations as set out in the SSCI Benchmarking Requirements in relation to social or environmental sustainability Schemes that have successfully completed the Benchmarking process. Those obligations are stated in detail in Benchmarking Process - Part I, which is incorporated herein by reference.
   2. As stated in the Benchmarking Process (Benchmarking Process - Part I), the Benchmarking process shall be completed within maximum 12 months from the acceptance of the application from SSCI. Failing this, the Scheme Owner will not be recognised and will have to submit a new application (Application for Re-Benchmarking – Benchmarking Process - Part I) and pay the corresponding fees. As an exception to this principle, Scheme Owners that apply for the first time for a newly issued SSCI Scope (as defined in Benchmarking Process, Part III - Scope Specific Requirements) may benefit from an extended transition period if they meet the conditions set forth in the Benchmarking Process (“Timeframe and Transition Period” – Benchmarking Process - Part I)
   3. It is agreed that:
2. The Scheme Owner may use the fact that it has received a statement, issued by SSCI, that the Scheme has successfully completed the SSCI Benchmarking process (the ***Statement of Conformity***), in its communications with third parties (as further defined in the SSCI Benchmarking Requirements), until the earliest of:
   * 1. The public release of a new or revised version of the Scheme, unless the Scheme Owner has received prior-confirmation of the conformity of the proposed amendments with the Benchmarking Requirements from SSCI pursuant to sub-paragraph 2.2(K) below;
     2. One year after a new edition of the SSCI Benchmarking Requirements has been published (e.g. versions 2, 3, 4…), excluding edition of sub-versions of the SSCI Benchmarking Requirements (e.g. versions 1.1, 1.2, 1.3…);
     3. The suspension or withdrawal of the Statement of Conformity by SSCI (pursuant to the procedure described in the SSCI Benchmarking Requirements); or
     4. Four years after the date of issuance of the Statement of Conformity.
3. The Scheme Owner shall not use or reproduce the CGF Logos in any release of Statement of Conformity.
4. The Scheme Owner shall neither use nor allow the use of the CGF or SSCI logo on its products.
5. In any authorised communications under the sub-paragraph 2.2(A) above of this Agreement, the Scheme Owner shall state clearly the version and subversion of the SSCI Benchmarking Requirements against which the Scheme has been benchmarked, the name of the standard as well as the version of the Scheme being referred to.
6. The Scheme Owner is required to apply for recognition against one or more scope(s), which are clearly defined in the SSCI Benchmarking Requirements (Scope of Recognition). The Scheme Owner shall only make claims regarding the conformity in respect of the specific Scope(s) of Recognition indicated by the Statement of Conformity and shall not misrepresent its status in relation to other potential scopes of recognition.
7. In accordance with the Integrity Programme described in the SSCI Benchmarking Requirements, the Scheme Owner shall be subject to an annual assessment (at such other time agreed by the Parties in writing) to assess ongoing alignment of the Scheme against the SSCI Benchmarking Requirements, and any amendments issued in a sub-version of version 1 of the SSCI Benchmarking Requirements. The execution of the Integrity Program will be managed by a Benchmark Leader under the supervision of the SSCI Manager. The Integrity Programme shall take the form of:
8. Random record review - two times a year
9. Scheme Owner Office Audit - once a year
10. Complaint Investigation - incident driven

For the purpose of those reviews, the Scheme Owner shall keep all records accurate and facilitate SSCI’s access to those records and documents upon SSCI’s request.

The Scheme Owners shall ensure that all arrangements with third parties (such as audit firms and audited companies or facilities) are in place to allow SSCI to access these documents without undue delay, and in no event no more than two (2) weeks after the request of documentation. These documents are considered as “Confidential Information” and shall be treated as such by SSCI pursuant to clause 3.

1. In addition to the Integrity Programme, SSCI may, at its discretion, conduct an office assessment of the activities of the Scheme Owner at any time during the term of this Agreement, to ensure the Scheme’s ongoing compatibility with the Benchmarking Requirements. The Scheme Owner shall provide SSCI with any additional information relating to their ongoing alignment within 21 days of receipt of a written request from SSCI.
2. SSCI will notify the Scheme Owner when new editions of the SSCI Benchmarking Requirements or addenda are published.
3. SSCI will invite the Scheme Owner to comment, where appropriate, on proposed changes to the Benchmarking Requirements during the revision process.
4. SSCI may appoint, at its discretion, an Authorised Representative to fulfil any of SSCI’s functions or obligations under this Agreement, or as it sees fit, to carry out all tasks which, in the view of SSCI, are necessary to achieve the Purpose. Upon the receipt of the notification of appointment of an Authorised Representative, the Scheme Owner may object in writing to such appointment within 14 days based on justified grounds in connection with Authorised Representative’s risk of conflict of interest with the Scheme Owner or doubt about its impartiality. If the Scheme Owner has not objected to such appointment within such 14 days period, the Scheme Owner’s consent to such appointment is deemed given.
5. The Scheme Owner shall amend the Scheme to ensure that it reflects any changes to the SSCI Benchmarking Requirements (such amendments shall be completed and given effect within maximum 9 months of the publication thereof so as to ensure that the Scheme remains consistent with the SSCI Benchmarking Requirements).
6. The Scheme Owner shall inform SSCI of any significant changes it proposes to make to the Scheme and shall submit a copy of the proposed revised version of the Scheme to SSCI not less than 28 days before such amendments are intended to become effective. Upon receipt of the proposed amendments to the Scheme, SSCI shall assess the significance of these changes in relation to the SSCI Benchmarking Requirements and confirm continued recognition or non-recognition to the Scheme Owner within 28 days.
7. The Scheme Owner shall immediately notify SSCI in writing if it is aware of any circumstances which could potentially give rise to any action, demand, legal or regulatory proceedings being brought against the Scheme Owner or SSCI, in any way (directly or indirectly) related to the Scheme or the Scheme Owner’s ability to fulfil its obligations under this Agreement.
8. In accordance with the SSCI Benchmarking Requirements, the Scheme Owner shall co-operate fully with SSCI in the event of a complaint or suspected non-conformity in relation to the Scheme’s alignment with the SSCI Benchmarking Requirements and shall follow the complaints procedure.
9. The Scheme Owner shall ensure as much as can be reasonably expected that it does not use its recognition by SSCI in such a manner as to bring SSCI into disrepute or in a way that would negatively impact upon the reputation of CGF-SSCI. The Scheme Owner will not make any statements regarding its conforming or recognition status which CGF-SSCI may consider misleading or unauthorised.
10. CONFIDENTIALITY
    1. Each Party shall keep confidential (and ensure that its officers, employees, agents, nominated representatives and professional and other advisers keep confidential) any Confidential Information.
    2. Neither Party shall use for its own business purposes or disclose to any third party any Confidential Information without the consent of the other Party.
    3. The confidentiality obligations under clauses 3.1 and 3.2 do not apply to:
11. information which is independently developed by the relevant Party or acquired from a third party to the extent that it is acquired with the right to disclose it;
12. disclosure of information to the extent required to be disclosed by law, any stock exchange regulation or any binding judgment, order or requirement of any court, government regulatory agency or body or other competent authority;
13. disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the party concerned;
14. disclosure of information by SSCI in its Benchmarking assessment report to the extent required to be disclosed by the SSCI Benchmarking Requirements or to enable it or its authorised representatives to fulfil its obligations under the SSCI Benchmarking Requirements;
15. disclosure of aggregated and anonymised data by SSCI in relation to the operational activities of owners of social or environmental sustainability schemes that have been benchmarked by SSCI;
16. disclosure in confidence to a Party’s professional advisers of information reasonably required to be disclosed for a purpose reasonably incidental to this Agreement; or
17. information which becomes available to the public (otherwise than as a result of a breach by one Party of its obligations pursuant to this clause 3).
    1. The confidentiality obligations provided herein shall remain effective for a term of five (5) years after the expiration or termination of this Agreement.
    2. Each Party shall return all documents and materials containing Confidential Information or, if so required by the other, shall destroy all material containing Confidential Information (including any copies, analysis, memoranda or other notes made by the receiving party) in its possession or under its custody or control within 14 days from the receipt of a written notification sent by the other Party.
18. Suspension
    1. In the event that SSCI becomes aware of Grounds for Suspension, SSCI may suspend the Statement of Conformity with immediate effect, by giving written notice to the Scheme Owner of its decision to do so and stating the Grounds for Suspension (the ***Notice of Suspension***).
    2. Following receipt of a Notice of Suspension, the Scheme Owner shall:

* With immediate effect, cease to refer to the Statement of Conformity, the SSCI or CGF name or the SSCI or CGF scheme rules in any communications with third parties (including, but not limited to, advertising or promotional material); and
* As soon as practicable, take reasonable steps to address the Grounds for Suspension, and provide SSCI with evidence of any action taken pursuant to the Notice of Suspension.
  1. Following receipt of what, in the view of SSCI, is a satisfactory response to the Notice of Suspension from the Scheme Owner, SSCI shall reinstate the Statement of Conformity as soon as practicable.
  2. If the Scheme Owner does not provide a satisfactory response within 30 days from the receipt of a Notice of Suspension, SSCI may terminate the agreement with immediate effect simply by sending a termination notice to the Scheme Owner.

1. Term and Termination
   1. This Agreement is concluded for a term of 4 years from its signature unless terminated earlier pursuant to the following clauses.
   2. Either Party may terminate the Agreement by sending a termination notice (pursuant to Clause 5) to the other Party, and termination shall be effective 3 months after the receipt of such notice.
   3. The Scheme Owner may also terminate the Agreement if it disagrees with a change of fees notified by SSCI, pursuant to clause 10.5 and sends a termination notice pursuant to clause 5before the new fees come into effect.
   4. In the event of a breach by either Party of the contractual obligations which remains unresolved for a period of thirty (30) days from the sending of a registered letter with acknowledgment of receipt notifying the breach in question, the other Party may terminate the Agreement, without prejudice to any other rights to which it may be legally or contractually entitled.
   5. Save as provided otherwise under mandatory laws, each Party has the right to terminate the Agreement with immediate effect at any time and without recourse to the Courts upon the insolvency or liquidation of the other Party, except for restructuring purposes and in such a manner that the company resulting from the restructuring is effectively bound by the Agreement.
   6. **Termination consequences.** In case of expiration or termination of this Agreement for any reason whatsoever, all fees and costs due pursuant to this Agreement and until the effective date of expiration or termination of this Agreement shall be paid by the Scheme Owner to SSCI. For clarity sake, fees already paid are not reimbursable.
   7. The terms of this Agreement that contemplate performance or obligations after the effective date of expiration or termination of this Agreement shall survive expiration or termination of this Agreement in whole or in part.
2. Notice
   1. Any notice in connection with this Agreement shall be in writing, in English and delivered by electronic mail, hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that, in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following day.
   2. The addresses and fax numbers of the Parties for the purpose of clause 6.1 are:

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| **CGF - SSCI** | **Physical Address** | **Email** |
| For the attention of: | The Consumer Goods Forum  SSCI  47-53 rue Raspail  92300 Levallois-Perret  FRANCE | ssci@theconsumergoodsforum.com |
|  |  |  |
| **Scheme Owner** | **Physical Address** | **Email** |
| For the attention of: |  |  |
|  |  |  |

1. Assignment
   1. Neither Party may assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
   2. This Agreement shall be binding and shall inure to the benefit of, the successors and permitted assigns of each Party.
2. Intellectual property
   1. Except to the extent permitted by clause 2.3(A) of this Agreement, the Scheme Owner shall not use SSCI’s name or logo for the promotion, advertisement or marketing of its products or services in any communications with third parties without the express, prior written permission of the SSCI Manager.
   2. Each Party retains ownership in any intellectual property belonging to a Party prior to the entry into force of this Agreement or which are independently developed by a Party, without reference to the other Party’s intellectual property or Confidential Information. Nothing in this Agreement will be deemed to assign or transfer any intellectual property rights between the Parties.
   3. The Scheme Owner shall not use documents and deliverables submitted by SSCI in accordance with the Agreement and the SSCI Benchmarking Requirements for any purpose other than the ‘Purpose’ defined herein.
3. Fees and tax
   1. The Scheme Owner agrees to pay the fees set forth in Schedule 1 in consideration of the services provided by SSCI for the SSCI Benchmarking Process and annual Integrity Programme
   2. The Entry Fee and application review is payable in advance and not refundable in case the SSCI Manager decides to reject or refer the application back to the Scheme Owner.
   3. In addition, the Scheme Owner agrees to bear the costs of the investigation of any potential non-conformity with the requirements of the SSCI Benchmarking Requirements, including the costs of a discretionary office assessment if considered necessary by SSCI, to the extent that an investigation was considered to be necessary and the costs of the investigation were reasonably incurred in the opinion of SSCI.
   4. Any fees set out under this Agreement are exclusive of any applicable taxes (such as VAT), duties or any additional expenses which shall be added to the invoice.
   5. Any modification to the fees set out in Schedule 1 shall be notified in writing by SSCI to the Scheme Owner at least 6 months before the modification is intended to be effective. If the Scheme Owner objects to the changes, it may terminate the Agreement pursuant to clause 5.3.
   6. **Invoices.** Invoices are due and payable within thirty (30) calendar days from the date of receipt of such invoices. Payments shall be made by the Scheme Owner to CGF-SSCI by wire transfer to the account designated by SSCI. Any invoice disputes must be submitted prior to the invoice due date, and the Scheme Owner agrees that, after such date, any claims relating to inaccurate issued invoices will be waived.
   7. **Late Payment.** In the event of payment delay, CGF-SSCI shall have the right to charge (i) interest on the unpaid amounts, calculated at a rate equal to three times the statutory interest rate under the applicable law or 5%, whichever is the highest rate and (ii) a fee of EUR 40 per invoice.
4. Entire AgreemenT – Interpretation - Modification
   1. This Agreement, including its Schedules and documents referred to in it, together constitute the entire agreement between the Parties with respect to its subject matter and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
   2. If a conflict or inconsistency exists between this Agreement and the attached Schedules, precedence will be given to this Agreement. Nevertheless, all documents and terms shall be construed to be harmonious and supplemental to each other rather than in conflict or mutually exclusive wherever reasonably possible to do so.
   3. Neither Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other party in relation to the subject matter of this Agreement which is not expressly set out in this Agreement or the documents referred to in it, provided that this clause shall not exclude any liability for (or remedy in respect of) fraudulent misrepresentation.
   4. The Agreement may only be modified by an amendment signed by the authorised representatives of both Parties, except for the notification of a change of fees as per clause 9.5.
5. THIRD PARTY Liability and LIABILITY limitation
   1. CGF-SSCI shall not be liable to any third party whatsoever resulting from the Scheme Owner having completed the SSCI Benchmarking Process nor shall SSCI be liable to any third party in respect of any activities carried out by the Scheme Owner. Scheme Owner will hold CGF SSCI harmless and indemnify CGF SSCI against any claim in relation thereto or any claim made against CGF-SSCI by a third party arising out of or in connection with the Statement of Conformity, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Scheme Owner, its employees, agents or subcontractors.
   2. Liability Limitation. The amount of each Party’s maximum liability towards the other for any and all losses and/or damages suffered by the other Party as a result of a breach of its obligations under this Agreement shall not exceed 200,000 euros or the total amount of fees paid or due by the Scheme Owner to SSCI during the 6-months immediately preceding the month during which the related damage(s) occurred, whichever is lower.
6. Data protection
   1. Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter the “**GDPR**”), including any updated, additional, amended provisions, directives, recommendations or regulations or other substitute provisions, even if promulgated after the effective date of this Agreement, as well as local laws and regulations, which together form the “**Data Privacy Regulations**”.
   2. For the sake of clarity, any terms “data controller”, “data subject”, personal data”, “processing” and “processor” used and not defined herein shall have the meaning given to it by the GDPR.
   3. Each Party shall implement appropriate technical and organizational security measures to protect any Personal Data processed pursuant to this Agreement or in connection with the Purpose against accidental or unlawful destruction or accidental loss or alteration, unauthorized disclosures or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of processing.
   4. In accordance with Data Privacy Regulations, individuals may exercise their right of access, correction and deletion of personal data by sending an e-mail to [mydata@theconsumergoodsforum.com](mailto:mydata@theconsumergoodsforum.com).
7. Governing law and Jurisdiction
   1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, French law.
   2. **Arbitration**. All disputes arising out of, or in connection with, this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France. The language of arbitration shall be English.
8. Counterparts
   1. This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e‑mail attachment or by telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a Party that such Party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, with such final text, as a complete authoritative counterpart.
   2. Executed in [ ] on [ ] in two originals, each Party acknowledging receipt of one original and acknowledging that the Agreement should be read as a whole.

**SIGNED** ) SIGNATURE:   
for and on behalf of )   
**Consumer Goods Forum (SSCI)** ) NAME : [ ]

**SIGNED** ) SIGNATURE:   
for and on behalf of )   
[Insert name of the Scheme Owner] ) NAME :[ ]

**Schedule 1: SSCI Schedule of Fees**

**SCHEDULE 1: SSCI BENCHMARKING FEE SCHEDULE**

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| **Full Benchmarking and Continued Recognition Applications** | **Cost €** | **Time allocation** | **Due Date** |
| 1. Entry fee (Application review) - for all applicants | 1000 Euros \* | Fixed cost (not refundable) | When submitting the application |
| 2. Desktop review and call to go through findings (review of self-assessment) | 1000 Euros per working day \*① | Typically 3.5 days depending on the complexity and quality of the self-assessment information | Upon completion of desktop review |
| 3. Office visit | 1000 Euros per working day\*①  + travel costs① | Typically 1 to 2 days  + ½ day travel | Upon completion of benchmark report |
| 4. Corrective Action Plan Validation and Reporting | 1000 Euros per working day\* | Typically 1 day | Upon completion of benchmark report |
| 5. SSCI final administration fee | 1000 Euros \* | Fixed cost | Upon final decision on recognition |
| 6. SSCI annual administration fee (verification of continued alignment) | 1000 Euros \* | Fixed cost |  |

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| **Monitoring of Continued Alignment** | **Cost €** | **Time allocation** | **Due Date** |
| 1. Randon record review – twice a year | 1000 Euros per working day\*① | Typically 2 days per year | Upon the completion of the Integrity Programme |
| 2. Office visit – once a year | 1000 Euros per working day\*①  + travel costs① | Typically 1 day  + ½ day travel time |
| 3. Corrective Action Plan Validation and Verification | 1000 Euros per working day\*① | Typically 1 day |
| 6. SSCI annual administration fee (verification of continued alignment) | 1000 Euros \* | Fixed cost |

Please note:

① Fee and travel expenses paid to the Benchmark Leader carrying out the assessment

\*Price effective as of 2019 – subject to change in Euro inflation index and at the discretion of SSCI.