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This agreement is established by and between:

(i) **The Consumer Goods Forum**, acting *via* its GSCP division, a French association (*association Loi 1901*), whose SIREN number is 784 315 194 and whose registered office is 22-24 rue du Gouverneur Général Eboué, 92130 Issy-les-Moulineaux, France,

Hereinafter referred to as the "**GSCP**",

And

(ii) the Organisation using the Equivalence Process

Hereinafter referred to as the "**User**".

1. Applicability and object of the terms and conditions

1.1 The GSCP has established a process called the "GSCP Equivalence Process" by which a social compliance scheme and/or an environmental compliance scheme are objectively benchmarked against the requirements defined in one or more GSCP reference tools to determine their level of equivalence (the "**Service**"). The GSCP offers to provide the use of such process to Users under the following Terms & Conditions (the "**T&C**") and under the terms and conditions of the Rules of Engagement, in **Annex 1** of the present Agreement (the "**RoE**"). The T&C and the RoE together constitute the agreement governing the use of the Service provided by the GSCP (the "**Agreement**").

1.2 The RoE define the requirements and procedure that apply for the Service. The T&C define the legal basis for the supply of the Service through the GSCP Equivalence Process web-based Platform. All capitalised terms used but not specifically defined in the following T&C shall have the meanings ascribed to them in the RoE.

1.3 The Agreement is entered into by and between the GSCP on the one hand and the User of the Service on the other hand (the "**Parties**").

1.4 By registering with the GSCP and thus obtaining the right to use the GSCP Equivalence Process web-based Platform, the User is making a binding declaration that it has read and understood these T&C as well as the RoE and has agreed to their application.

1.5 Users who do not agree to the application of the T&C and/or the RoE shall not register on the GSCP Equivalence Process web-based Platform and shall therefore be forbidden from using the GSCP Equivalence Process web-based Platform.

1.6 Users who want to undergo an Equivalence Assessment shall agree on separate specific terms and conditions applicable to such Equivalence Assessment (the "**EA Terms**"). The EA Terms shall be subject to the terms of this Agreement, unless otherwise agreed between the Parties under the EA Terms.

2. User's cooperation and engagement

2.1 The User agrees to fully cooperate through all phases of the Equivalence Process, made of the Self-Assessment and of the Equivalence Assessment in that event and with all staff involved in the process. The User understands that the quality and effectiveness of the Service offered by the GSCP depends on the User's contribution to the process itself.

2.2 Moreover, by accepting these T&C, the User engages:

- to provide correct information and documentation when applicable, within the defined timeframe settled in the RoE;
- to regularly check all communication provided by the GSCP on the GSCP website or by any other means, in order to be fully aware of any changes in the services that are to be implemented;
- to keep the GSCP informed of any change of address, telephone or email. Failure to do so may result in communications going astray for which the GSCP cannot be held responsible;
- to make sure all payments are correctly performed and verify that no country-specific restrictions hinder the User's ability to make payments through the GSCP web-based Platform. Nothing in these T&C should be read to override or circumvent any such foreign laws.

2.3 With full registration, a User is given the non-transferable right to use the GSCP Equivalence Process web-based Platform and for the User's own purposes exclusively. The User is therefore requested to provide its real name and commits not to provide any false personal information, or create an account for anyone other than its organisation.

Therefore, the User commits:

- a) not to share personal logins or let anyone else (with the exception of the staff members or experts selected to perform the Self-Assessment for or on behalf of the User's organisation and the review of the Self-Assessment) access personal accounts and passwords without explicit permission, or do anything else that might jeopardise the security of those;
- b) not to transfer its personalised account (including any page or application administered directly by the User) to any third party.

3. Price and Payment

Price

3.1 The User acknowledges that different fees apply to the Self-Assessment and to the Equivalence Assessment as well as to GSCP members and non-members.

3.2 The fees for the Self-Assessment and for the Equivalence Assessment are set out in **Annex 2** of the present Agreement.

3.3 Regarding the Equivalence Assessment, the User also acknowledges that the fee will vary, in accordance with the then current rates of the GSCP, depending on the number of Reference Tools against which the User has self-assessed its scheme and for which the User wants to have an Equivalence Assessment.

Payment

3.4 When registering for the Self-Assessment, the Equivalence Assessment or both, the User agrees to settle online the fee applicable to the Service requested according to the payment terms available on the Equivalence Process web-based Platform.

3.5 Except otherwise agreed between the Parties, the applicable fee must be paid to the GSCP before the GSCP provides any service. As long as the User has not fully performed its payment obligation, it will not be able to access the web-based Platform for the Self-Assessment, nor fulfil any application form for the Equivalence Assessment.

3.6 The fee shall be paid by the User by providing to the GSCP its payment details. When providing payment details to the GSCP, the User confirms its full permission to use these payment details. The User also authorises the GSCP to collect and store these payment details, along with other related transaction information.

3.7 Moreover, when making a payment, the User authorises the GSCP (and its designated payment processor) to charge the full amount to the payment source used for the transaction.

Invoice

3.8 Following the User's registration, the GSCP will issue an electronic invoice. The User declares that information and contact details provided in the invoicing form upon payment are valid to receive the corresponding invoices. Any change of email address or other information that may impact directly or indirectly invoicing must be notified immediately to the following e-mail address: **gscp@theconsumergoodsforum.com**

Taxes

3.9 Any fees set out under this Agreement are expressed exclusive of any taxes, duties or any additional expenses which shall be added to the invoice.

3.10 The services offered by The Consumer Goods Forum / GSCP through the Equivalence Process are governed by Art. 256 A § 3 of the Code Général des Impôts (CGI), which regulates the application of the French Value Added Tax (VAT), at its current rate established at 19,6%.

Country of residence	EU VAT number	Legal source	Vat regime
French resident organisation	YES	<i>Art. 259 to 259D CGI</i>	<i>19,6 % French VAT</i>
EU resident organisation	NO	<i>EU directive 2008/8/CE EU directive 2006/112/CE</i>	
EU resident organisation (except France)	YES	<i>Art. 259 CGI B2B Art. 196 EU directive 2006/112/CE</i>	<i>Reverse charge mechanism</i>
Outside EU resident organisation	NO	<i>Art. 259 CGI</i>	<i>French VAT is not applicable</i>

4. Duration and termination

Specific terms for the Self-Assessment

4.1 The payment of the fee related to Self-Assessment grants the User the web access to the Self-Assessment section of the Equivalence Process for one (1) year from the date of this Agreement (the "Term"). During that Term, the User has unlimited access to the Self-Assessment section and can fill it in and modify its content whenever necessary and whenever it wishes to. Upon the expiry of the Term, the Agreement will terminate unless otherwise agreed between the Parties.

4.2 The GSCP reserves the right to confidentially hold all records and information (in electronic and/or paper format) pertaining to the Self-Assessment for a period of 5 years after the termination of the Agreement, as per the RoE. After this period, all data stored on the Equivalence Process web-based Platform will be destroyed without any further notice. Should the User wish to receive a backup or an extract of all its data that was stored, the GSCP can provide this service. The applicable fee will be determined by the efforts involved and will be agreed by the Parties beforehand.

Specific terms for the Equivalence Assessment

4.3 The payment of the fee related to the Equivalence Assessment grants the User the right to undergo an Equivalence Assessment of its Self-Assessment as performed by the User for one or more GSCP Reference Tools. The term of the Equivalent Assessment will be specified in the EA Terms.

4.4 The User can put an end to its Equivalence Assessment at any time by notifying the GSCP in writing. However, no refund will be envisaged once the User has registered for the procedure of Equivalence Assessment.

4.5 The GSCP reserves the right to confidentially hold all records and information (in electronic and/or paper format) pertaining to the Equivalence Assessment for a period of 5 years, as per the RoE. After this period, all data stored on the Equivalence Process web-based Platform will be destroyed without any further notice. Should the User wish to receive a backup or an extract of all its data that was stored, the GSCP can provide this service. The applicable fee will be determined by the efforts involved and will be agreed by the Parties beforehand.

4.6 Upon expiry of the Agreement each Party shall continue to comply with its obligations under any pending Equivalent Assessment as if the Agreement had not been terminated.

Termination due to breach of the Agreement

4.7 If the User commits a breach of any of its obligation under the Agreement, the GSCP may:

- (i) suspend the User's account and access to the Equivalence Process web-based Platform, with immediate effect and for an indefinite period, until the breach has been remedied; and/or
- (ii) terminate the Agreement within a period of 30 days after the sending of a notification to the User's electronic address requesting him to remedy such a breach.

The GSCP's election to terminate this Agreement in accordance with its terms will not limit any other remedies available for non-performance.

5. Trademark and Intellectual Property rights

5.1 The Equivalence Process web-based Platform contains trade names and marks and other proprietary information, including, but not limited to, text, software and graphics, and may in future include photos, video, graphics, and sound ("**Content**"). The rights over the Content vest in the GSCP and cannot be used without the prior written authorization of the GSCP.

5.2 The trade marks, names, logos and service marks (collectively "**Trademarks**") displayed on the Equivalence Process web-based Platform are Trademarks of GSCP. Nothing contained on this web-based Platform should be construed as granting any licence or right to use any Trademark without the prior written permission of the GSCP.

5.3 The GSCP remains the sole owner of the IT code, specific functionalities and documents used to create the Equivalence Process IT Platform. The concept of the Equivalence Process, and of its web-based Platform, stays the intellectual property of the GSCP and cannot be marketed nor used without explicit and written authorisation of the GSCP.

6. Data Protection and Privacy

6.1 The information communicated by the User is subject to computer processing carried out for providing the Service. The GSCP is the data controller regarding the processing of the User's data. The data may be communicated by the GSCP to addressees of the data who may be the providers with whom the GSCP collaborates for the management and implementation of the Service. If the

GSCP contemplates to process, or have processed, the User's personal data for purposes other than those provided in this article, it will inform the User and, if necessary, request its consent.

6.2 Pursuant to the "informatique et libertés" law of 6 January 1978, as amended, the User has the right to access and correct the information held on it, which the User can exercise by contacting the GSCP at the following address: Consumer Goods Forum – 22/24 rue du Gouverneur Général Eboué, 92130 Issy-les-Moulineaux, France.

6.3 The User may also, for legitimate reasons, oppose to the processing of its personal data.

7. Level of Service

7.1 The GSCP is subject to a best efforts obligation (obligation de moyens) with regards to the provision of the Service.

7.2 In the event that the User finds a defect, bug or deficiency during its use of the web-based Platform for the Equivalence Process, it is entitled and encouraged to report this to the GSCP and demand correction of these defects.

7.3 Repairing tasks are excluded when caused by improper handling or other causes depending on the User.

8. Disclaimer of liability

General disclaimer

8.1 The User decides the use it makes with the results of the Service. Accordingly, the User is solely responsible for any loss, liability, damage, or expense of any nature whatsoever which it may suffer or which may be suffered by any third party as a result of or which may be attributable, directly or indirectly, to the User's use of the results of the Service.

Rescheduling

8.2 As mentioned in the RoE, for the Equivalence Assessment, the Equivalence Assessment Panel Coordinator shall provide for information purpose only the User with an appropriate timeline. Such timeline is an estimate which does not commit the GSCP and which might be rescheduled at any time by the Equivalence Assessment Panel Coordinator if it considers it necessary. Consequently, the GSCP shall not be held responsible for any loss, liability or damage suffered directly or indirectly by the User as a result of this rescheduling.

Force Majeure Event

8.3 Neither Party shall be liable for any failure to comply with the Agreement so long as, and to the extent to which, such compliance is prevented due to a force majeure event, as defined by French case law (“**Force Majeure Event**”).

8.4 The following events shall be deemed Force Majeure Event, even if they are not fulfilling the criteria set out by French case law, provided these events are beyond the affected Party's reasonable control:

- a) any problem with the supply of any form of energy (as electricity) and the unavailability of means of transport and the failure of the telecommunications networks;
- b) any employment dispute;
- c) any war, riots, public disturbances, injunction or restriction by a governmental authority;
- d) any fire, flooding or natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

Limitation of liability

8.5 In any event, the GSCP's liability under this Agreement is limited to the fee paid under this Agreement by the User.

9. Confidentiality

9.1 Each Party undertakes to safeguard and respect the confidential nature of any information passed by the other Party which is classified as confidential, or which should be considered to be confidential given the circumstances in which the information is communicated, such as information which relates to the provisions of this Agreement or the Service or any information supplied as part of the Service.

9.2 The confidentiality provision of this Agreement shall remain in full force and effect both during the Agreement and for 5 years after the date of termination of this Agreement for whatever cause.

10. Severability

If one of the provisions of the Agreement is or becomes null or void, it shall be deemed not to have been included in the Agreement, but will not render any other term or condition of the Agreement null or void. The Parties undertake to use their best efforts to replace any null or void provision with a new provision reflecting the original intention of the Parties as closely as possible.

11. Entire Agreement; No Third Party Beneficiaries

This Agreement (a) constitutes the entire agreement, and supersede and replace all prior and contemporaneous agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the Parties hereto any rights or relief, in particular any terms and conditions of purchase of the User are expressly excluded.

12. Waiver

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

13. Relationship

The Agreement cannot be construed to create an employer-employee relationship, agency, joint venture or partnership between the GSCP and the User. Neither Party shall have any authority to act for or to bind the other in any way.

14. Amendments

The Agreement may not be amended, supplemented, waived, or modified, except by a specific writing, entitled as an amendment and specifically referring to this Agreement, that is signed by each Party.

15. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of France.
Any dispute arising in connection with the Agreement will be exclusively settled by the Court of Paris.

16. Language

The English language version of this Agreement shall be the official version for the purposes of interpretation, and shall prevail or override to the extent of any inconsistency with translated versions.

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1. Introduction

1.1 What is the Global Social Compliance Programme (GSCP)?

The Global Social Compliance Programme (GSCP) is a business-driven programme for the continuous improvement of working and environmental conditions in global supply chains. The GSCP was created by and for global buying companies wanting to work collaboratively on improving the sustainability (social and environmental) of their often-shared supply base. To this end, these companies are working on harmonising existing efforts to deliver a shared, global and sustainable approach based on consensus and best practice.

The GSCP provides a global cross-industry platform to promote the exchange of knowledge and best practices in order to build comparability and transparency between existing social compliance and environmental compliance systems. To this effect, the Global Social Compliance Programme has developed a set of Reference tools and processes that describe best existing practices and provide a common interpretation of working and environmental requirements and their implementation at supplier level. This approach will enable mutual recognition between existing systems using the GSCP Reference tools as a benchmark through the Equivalence Process, and allow for simpler buying.

The GSCP is ultimately working towards remediation of root causes to non-compliances, aiming at supplier ownership of solutions and their implementation. The Programme will support remediation through a collaborative approach to capacity building at supplier site, and the launch of working groups to tackle onground topics requiring cross-industry guidelines.

1.2 What are the Reference tools and how can they be used?

To drive convergence in supply chain compliance monitoring, the GSCP has built a set of Reference tools that describe best existing practice, uphold relevant International Standards - where these exist - and provide a common interpretation of fair labour and environmental requirements and their implementation. The aim is to reduce confusion and duplication and to ultimately enable buying companies around the world, in whatever industry, to work towards mutual recognition of audit results.

This set of Reference tools includes, for both social and site-specific environmental performance: a reference code, reference audit process and methodology, reference guidelines for auditing competence and Reference tools on buying companies' management systems.

These tools are openly available and can voluntarily either be:

- integrated in part or in full by companies into their respective systems; or
- used by companies or initiatives as a reference against which to compare, or otherwise review, their existing tools through the GSCP Equivalence Process.

1.3 Purpose of the Rules of Engagement

The Rules of Engagement define the requirements and procedure that apply for the use of the GSCP Equivalence Process, covering in detail both the process and obligations for the Self-Assessment and the Equivalence Assessment.

2. The Equivalence Process

2.1 Introduction

a. Purpose

The Global Social Compliance Programme (the GSCP) has established the Equivalence Process as a means to deliver upon its objectives of harmonising existing efforts and delivering a common, consistent and global approach for the continuous improvement of working and environmental conditions in global supply chains.

More specifically, the Equivalence Process' objectives are:

- to contribute to a clear and consistent message towards global suppliers based on best practice,
- to build comparability and transparency between existing schemes while allowing them to maintain their specificities,
- to allow interested parties to trust each other's audit findings with a view to driving out duplication in auditing,
- to support continuous improvement of existing practices towards best practice.

The Equivalence Process integrates all existing GSCP Reference tools. These tools provide a common interpretation, based on best practice, of fair labour and environmental requirements and their implementation in the supply chain.

The Equivalence Process allows for existing schemes and other relevant processes:

- to be assessed against requirements and practices as defined in the GSCP Reference tools,
- to be improved when and where relevant,
- to become comparable to each other using the GSCP Reference tools as the benchmark.

It is important to note what the Equivalence Process is and what it is not, as outlined in the boxes below:

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Is a mapping exercise <input checked="" type="checkbox"/> Is a document-based review <input checked="" type="checkbox"/> Is a voluntary process 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Is not a value judgement exercise <input checked="" type="checkbox"/> Is not an audit nor a certification system <input checked="" type="checkbox"/> Does not impose an obligation to participate nor to proceed within a specific timeframe.
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b. Structure

The Equivalence Process is a process by which a social compliance scheme and/or an environmental compliance scheme are objectively benchmarked against the requirements defined in one or more GSCP Reference tools to determine their level of equivalence.

The Equivalence Process has two distinct phases: the Self-Assessment and the Equivalence Assessment.

- **The Self-Assessment**

A User assesses its internal tools, systems and methodology – point by point check against one or more GSCP Reference tools

The objective of the Self-Assessment is to help the User understand where it stands vis-à-vis requirements and practices as defined in the GSCP Reference tools, and what needs to be reviewed to reach such requirements and practices.

- **The Equivalence Assessment**

A Panel composed of independent experts reviews a User's Self-Assessment, at its request, for validation.

The objective of the Equivalence Assessment is to objectively assess whether a User's Self-Assessment against one or more GSCP Reference tools is complete, accurate and can be trusted.

A User who wants to undergo an Equivalence Assessment does so voluntarily and has no obligation to proceed within a defined timeframe.

Once its Self-Assessment is validated it becomes an Equivalence Assessment. The User is free to choose whether to share its Equivalence Assessment results and with whom.

The detailed procedural steps, systems and procedures specified within this document will serve to demonstrate that the GSCP Equivalence Assessment is carried out in an independent, impartial and transparent manner by expert professionals.

The key activities, responsibility for these activities and typical timescales, for completion for the whole Equivalence Process (i.e. the Self-Assessment and the Equivalence Assessment), can be found in Annex I.

c. Users & Usage

The Equivalence Process can be used by a variety of different users including, but not limited to:

- Companies managing their production sites
- Companies managing their supply chains
- Multistakeholder Initiatives
- Standard-Setting Bodies
- Trade and Business Initiatives
- Auditing Bodies
- Certification Bodies
- Accreditation Bodies
- NGOs with their own schemes
- Public Authorities

The use of the Equivalence Process can serve different purposes. Below are some examples of how the Equivalence Process can be used.

For companies and scheme owners, the Equivalence Process can be used to:

- assess internal tools & processes against one or more GSCP Reference tools
- drive internal alignment: ensure internal processes are up to standard and that each business unit follows a global approach
- compare internal tools with business partners' (suppliers, customers) and peers' codes, process & tools
- assess service providers (auditing bodies) and schemes not yet used or recognised

For Auditing, Certification and Accreditation Bodies, the Equivalence Process can be used to:

- ensure the right level of quality and competence is attained within their organization drive improvements

d. Responsibility

The Equivalence Process is a mechanism by which a social compliance scheme and/or an environmental compliance scheme are objectively benchmarked against the requirements defined in one or more GSCP Reference tools, to determine their level of equivalence.

Through the Equivalence Process, the GSCP only facilitates the comparison of various standards and schemes against the Reference tools as designed by the GSCP.

The GSCP does not monitor nor audit in any way the compliance by a User's supply chain with the GSCP Reference tools or any standards.

The Equivalence Process cannot be put forward as a proof of adequate due diligence. The User remains solely responsible for carrying out all relevant due diligence on its supply chain.

The results of the Equivalence Process are used by the User at the User's discretion and under its responsibility but always in compliance with the present Rules of Engagement.

Similarly the User will refer to the GSCP and the results of the Equivalence Process always under the conditions permitted by the present Rules of Engagement.

2.2 Self-Assessment

a. Purpose

When performing a Self-Assessment, the User assesses its internal tools, systems and methodology against one or more GSCP Reference tools.

The objective of the Self-Assessment is to help the User understand where it stands vis-à-vis requirements and practices as defined in the GSCP Reference tools and what needs to be reviewed to reach such requirements and practices.

The results of the Self-Assessment are intended only as an internal tool for the User.

b. Procedure

The Self-Assessment is undertaken by directly comparing the User scheme's requirements (the standard and its supporting systems) with the requirements specified within the GSCP Reference tool(s) as integrated in the Equivalence Process. The User assesses the level of equivalence between its scheme and the GSCP Reference tool(s), using the methodology and guidelines described in the *GSCP Guidelines for Self-Assessment*¹.

In order to carry out a Self-Assessment, the following key requirements apply:

- **Identification of scope**

The User is asked to fill in a Registration form online to understand the structure and scope of the User's scheme and consequently which reference tools it can be benchmarked against.

Details on the Registration form and how to fill it in are provided to the User when starting the process.

- **Identification of the 'self-assessor' and the 'reviewer'**

The User is advised to identify carefully the person(s) selected internally to perform the Self-Assessment ('self-assessor') and to review the results ('reviewer').

The User can decide to nominate and involve several people in the Self-Assessment, for instance:

- One or more people in charge of performing the Self-Assessment: Self-assessors are system experts

The appointment is made with due consideration of the competence and area of expertise of the self-assessor and the scope covered by the scheme being benchmarked. If the scheme covers both social and environment, the User could decide to name one expert for each area.

- One person in charge of reviewing the Self-Assessment: the Reviewer is given the authority by the User to review and sign off the Self-Assessment².

Naming a reviewer is essential if the User wishes to, even at a later stage, ask for an Equivalence Assessment.

It is recommended the following criteria be followed when selecting a self-assessor - the selected expert should:

- work on behalf of the User
- be at senior level, or delegated by senior level
- be endorsed by senior management
- be knowledgeable about the topics covered by the scheme being benchmarked (e.g. social compliance, environmental compliance, management systems)
- be knowledgeable about the self-assessment process

¹ The GSCP Guidelines for Self-Assessment are provided to the User when performing the Self-Assessment.

²When applying for an Equivalence Assessment, the User is asked to share a signed copy of its Self-Assessment. The person signing off the Self-Assessment for the User must have the authority to do so (See paragraph 2.3 c 4 of the present Rules of Engagement)

It is recommended the above criteria be included when selecting a reviewer. Additional criteria for the selection of a reviewer would include that the selected expert be authorised to represent the User externally.

c. Responsibility and communication

The Self-Assessment is intended as an internal tool for the User to benchmark its system against one or more GSCP Reference tools and monitor where it stands vis-à-vis requirements and practices as identified in the GSCP Reference tools.

A User willing to go through a Self-Assessment is asked to read and understand the present Rules of Engagement for the Self-Assessment as part of the Terms and Conditions applying to the GSCP Equivalence Process and agree to its the application.

The use of the Self-Assessment and its results engages the User's sole responsibility and cannot be attributed to, nor recognised or endorsed by the GSCP. The Self-Assessment is not intended to be made publicly available nor communicated.

If the User were to publicise its Self-Assessment, the GSCP would not have any responsibility as to its accuracy and relevance. The GSCP would not be held responsible for any adverse consequences arising from the publication of the Self-Assessment results.

2.3 The Equivalence Assessment

a. Purpose

The Equivalence Assessment is the second step of the GSCP Equivalence Process during which a User's Self-Assessment is objectively reviewed for verification and validation.

The objective of the Equivalence Assessment is to assess whether a User's Self-Assessment against one or more GSCP Reference tools is complete and accurate, and can be trusted.

A User who wants to undergo an Equivalence Assessment does so voluntarily and has no obligation to proceed within a defined timeframe.

The Equivalence Assessment is undertaken by directly comparing the User's scheme requirements with the requirements and practices specified within the GSCP Reference tools as integrated in the Equivalence Process.

The review is carried out by an Equivalence Assessment Panel made of social and/or environmental compliance experts selected jointly by the GSCP Executive and Advisory Boards and appointed by the GSCP Director (or a designated GSCP representative) as per the procedure defined in Section 2.4 of the present Rules of Engagement.

Each Equivalence Assessment is carried out in accordance with the process defined within the present Rules of Engagement.

The detailed steps, systems and procedures specified within this document will serve to ensure that the GSCP Equivalence Assessment is carried out in an independent, impartial and transparent manner by technically competent experts.

The GSCP is facilitated by The Consumer Goods Forum

b. Responsibility and Communication

A User wishing to go through an Equivalence Assessment is asked to read and understand the present Rules of Engagement as part of the Agreement applying to the GSCP Equivalence Process and agree to their application.

A User that has asked for its Self-Assessment to be reviewed by an Equivalence Assessment Panel will be asked to give its formal approval of the assessment results at the end of the process by signing off the Review by the Panel as outlined in the Final Assessment Table.

Once the User has signed off the Final Assessment Table prepared by the Equivalence Assessment Panel (see paragraph c iv of section 2.3 of the present Rules of Engagement), the Self-Assessment becomes an Equivalence Assessment and the Equivalence Assessment is considered completed.

The User acknowledges that once signed off, its Equivalence Assessment cannot be modified. The User will have the exclusive use and right to share its Equivalence Assessment.

The User recognises that this is not a certification, accreditation or label and will therefore not use it as such. Similarly the User will not make any false statement nor promote the results as a guarantee of supply chain accountability.

The User is requested to share with the GSCP Secretariat a copy of any public communication (e.g. annual report, website) which refers to their respective Equivalence Process and its outcome. Any statement must be truthful and in accordance with the present Rules of Engagement.

c. Key procedural steps

The Equivalence Assessment is carried out in accordance with the following key procedural steps:

- | | |
|--|------|
| i. Application for an Equivalence Assessment | p.18 |
| ii. Preliminary Review of the Self-Assessment | p.18 |
| iii. Review of the Self-Assessment | p.20 |
| iv. Sign-off procedure | p.20 |
| v. Communication and Use of the Equivalence Assessment | p.21 |
| vi. Update/Re-assessment | p.22 |

At any stage within the Equivalence Assessment the User may withdraw its application, but this must be done in writing to the GSCP Director (or a designated GSCP representative).

Throughout the Equivalence Assessment the confidentiality of information will be respected by both the GSCP and representatives appointed by the GSCP, as well as the User.

i. Application for an Equivalence Assessment

a. Applicants

A User (as defined in paragraph 2.2.1c of the present Rules of Engagement) who has carried out a Self-Assessment as per paragraph 2.2 of the present Rules of Engagement is entitled to apply for the Equivalence Assessment.

b. Methodology

A User applying for an Equivalence Assessment will notify the GSCP Secretariat that it wishes to proceed to an Equivalence Assessment.

It is the User's responsibility to ensure that its Self-Assessment is complete and accurate.

A complete Self-Assessment will require that the User has:

- Clearly defined the scope of assessment sought by filling in the Registration form before starting its Self-Assessment
- Gathered and included all the necessary documents to support its Self-Assessment
- Ensured that the provision of information is not in breach of any confidentiality obligations owed to third parties and complies with applicable laws.
- Ensured its Self-Assessment has been reviewed and signed off internally by a person who has the authority to do so (the 'reviewer').

The GSCP Director (or a designated GSCP representative) will prepare the Equivalence Assessment Terms to be signed by both parties. The EA Terms will frame the whole process by referring to the present Agreement, the name and profile of the Panel Members in charge of reviewing the User's self-Assessment (see paragraph 2.4 e of the present Rules of Engagement), confidentiality obligations as well as all other appropriate Terms and Conditions applying to the GSCP Equivalence Assessment. A template of the Equivalence Assessment Terms can be found in Annex V of the present Rules of Engagement. All information pertaining to the selection and appointment of experts, their responsibilities and the rules of procedure can be found in section 2.4 and Annex II and III of the present Rules of Engagement.

ii. Preliminary Review of the Self-Assessment

a. Objective

The objective of the preliminary review is to ensure that the User has provided all the relevant documents to allow the Equivalence Assessment to be undertaken effectively.

The Self-Assessment submitted by the User includes a series of documents allowing verification that it is current and complete and that all evidence used to justify the Self-Assessment is provided, accurate and in line with the requirements specified in the *Self-Assessment Guidelines*.

The appointed Equivalence Assessment Panel Coordinator manages this process as per the methodology outlined below and as per the rules of procedure defined in Annex II of the present Rules of Engagement.

b. Methodology

Each Equivalence Assessment Panel has a Panel Coordinator who coordinates the activities of the Equivalence Assessment Panel with the support of the GSCP Secretariat and according to the Equivalence Assessment Programme.

The GSCP Equivalence Assessment Panel Coordinator is provided with the User's full Self-Assessment, including all supporting documentation, allowing a detailed desk review to be undertaken.

Based on the Self-Assessment received and its scope, the Equivalence Assessment Panel Coordinator prepares an Equivalence Assessment programme with an appropriate timeline.

This timeline will be communicated to the User as well as to the other members of the Equivalence Assessment Panel.

Estimated timescales for an Equivalence Assessment programme can be found in Annex I of the present Rules of Engagement.

During the preliminary review, the Equivalence Assessment Panel Coordinator will be looking for demonstrable and objective evidence supporting the assessment against the GSCP Reference tool's requirements from the documentation submitted by the User in its Self-Assessment. The Equivalence Assessment Panel Coordinator uses his/her expertise, experience and knowledge for the preliminary review.

If there is any doubt as to the accuracy of the documentation, or if the documentation provided is insufficient or inappropriate, the Equivalence Assessment Panel Coordinator will liaise with the User to establish whether appropriate evidence supporting the assessment can be put forward.

The role of a GSCP Equivalence Assessment Panel Coordinator is one of assessment and not to provide consultative advice to Users.

The User will cooperate fully with the Equivalence Assessment Panel Coordinator and make documentation or other evidence requested available in a timely manner.

Throughout this process all communication and any documentation submitted will be recorded in a table, called Preliminary Assessment Table and retained by the Equivalence Assessment Panel Coordinator.

After a thorough preliminary review, the Equivalence Assessment Panel Coordinator will confirm when the Preliminary Assessment Table is complete.

The Panel Coordinator will then share the completed Preliminary Assessment Table and all supporting documentation with the User for information. The User is asked to sign off the Preliminary Assessment Table before the process can move to the next phase of the Equivalence Assessment, namely the review by the Equivalence Assessment Panel. By signing off the Preliminary Assessment Table, the User is not asked to agree with its content but to acknowledge that the process has been followed and can now be taken to the next level.

iii. Review by the Equivalence Assessment Panel

a. Objective

The objective of the Review by the Equivalence Assessment Panel is to verify the accuracy of the User's Self-Assessment with the support of the Preliminary Assessment Table prepared by the Equivalence Assessment Panel Coordinator.

b. Methodology

Each Equivalence Assessment Panel has a Panel Coordinator who coordinates the activities of the Equivalence Assessment Panel with the support of the GSCP Secretariat and according to the Equivalence Assessment Programme.

A meeting of the Equivalence Assessment Panel is convened by the Equivalence Assessment Panel Coordinator with the support of the GSCP Secretariat. The Equivalence Assessment Panel Coordinator shares the completed Self-Assessment and Preliminary Assessment Table including all supporting documentation with the members of the Equivalence Assessment Panel one week before the date of the meeting.

During this meeting, the members of the Equivalence Assessment Panel review the completed Self-Assessment using as a support the Preliminary Assessment Table and all supporting documentation as provided by the Equivalence Assessment Panel Coordinator.

Panel Members will use their expertise, experience and knowledge to critically assess this information and assess the Self-Assessment's accuracy against each reference requirement within a defined Reference tool.

The members of the Panel may, where necessary, challenge or question the conclusions of the Equivalence Assessment Panel Coordinator and may request more evidence to support the User's Self-Assessment.

All comments, observations and conclusions of the members of the Equivalence Assessment Panel are recorded and documented in the Final Assessment Table.

Decisions by the Equivalence Assessment Panel are made by consensus. If a consensus cannot be reached, then a vote may be taken. In the event that a vote is required to reach a decision, a two thirds majority is required.

The outcome of the review of the Self-Assessment by the Equivalence Assessment Panel is captured in the Final Assessment Table.

iv. Sign-off Procedure

A User that has asked for its Self-Assessment to be reviewed by an Equivalence Assessment Panel is asked to give its formal approval of the assessment results at the end of the process by signing off the Self-Assessment review by the Panel as outlined in the Final Assessment Table.

By signing the Final Assessment Table, the User agrees to, when necessary, make all the required changes to its Self-Assessment for it to be in line with the Panel's assessment. Once the User has made the required changes, it will ask the Panel Coordinator to confirm the Self-Assessment has been appropriately revised.

The Panel Coordinator will review the revised Self-Assessment and, if satisfactory, sign off the Final Assessment Table, thus confirming to the User, the Panel and the GSCP Secretariat that the Self-Assessment has been appropriately amended.

In turn, the User will be asked to sign off the Final Assessment Table.

Once the Final Assessment Table has been signed off by both parties, the Equivalence Assessment is considered completed.

The User's Self-Assessment consequently becomes an Equivalence Assessment.

The User acknowledges that once signed off its Equivalence Assessment cannot be modified.

A User may however disagree with the results of the Equivalence Assessment and therefore decide not to sign the Final Assessment Table.

In such cases the User can:

- decide to appeal by following the procedure defined in paragraph 2.3 f and Annex IV of the present Rules of Engagement
- decide not to appeal in which case the process is stopped. In such cases the Equivalence Assessment cannot be acknowledged nor communicated by the User (please see paragraphs 2.1 d, 2.3 b and 2.3 v a below for reference on communication of results).

v. Communication and Use of the Equivalence Assessment

a. By the User

The User:

- has the exclusive use and right to share its Equivalence Assessment.
- retains the exclusive use and right to communicate its Equivalence Assessment results.
- Is free to share its Equivalence Assessment results with whomever it wants.
- is free to publish the results of its Equivalence Assessment, but has no obligation to do so.

Such communication and publication must comply with paragraph 2.1 d and 2.3 b of these Rules of Engagement.

The User however cannot modify its Equivalence Assessment.

The User is requested to share with the GSCP Secretariat a copy of any public communication (e.g. annual report, website) which refers to their respective Equivalence Process and its results.

Any statement must be truthful and in accordance with the present Rules of Engagement.

The User recognises that the Equivalence Assessment is not a certification, accreditation or label and will therefore not use it as such. Similarly the User will not make any false or misleading statement nor promote the results as a guarantee of supply chain accountability.

b. By the GSCP

The User which has completed an Equivalence Assessment can be listed on the GSCP website only if it explicitly requests it and provided its Equivalence Assessment is up-to-date and valid (see paragraph vi of the present Rules of Engagement).

The listing on the website will include the name of the User together with the name of the Reference tools the User did its Equivalence Assessment against.

The Equivalence Assessment itself will not be published as the User has the exclusive use and right to share its Equivalence Assessment.

vi. Update/Re-assessment

In order for an Equivalence Assessment to remain valid, a new Equivalence Assessment will need to be performed every time the GSCP Reference tools and/or the User's scheme undergo changes that have an impact on working or environmental conditions and/or their implementation.

When a User has already performed an Equivalence Assessment and its scheme undergoes changes, this User must inform the GSCP and detail the nature of the changes (minor or impactful). Any statement must be truthful and in accordance with the present Rules of Engagement.

To update its Equivalence Assessment, the User will need to perform an updated Self-Assessment and Equivalence Assessment as follows:

- If the changes affect the Reference tool(s) in their entirety, a full Self-Assessment and Equivalence Assessment will be performed.
- If the changes only affect a limited part of the tool(s), only the part of the Self-Assessment and of the Equivalence Assessment based on that part will be performed.

In both cases the requirements and procedures specified in the present Rules of Engagement will apply.

Unless it is updated as per the above described process, the Equivalence Assessment becomes obsolete and its User can not share it anymore.

d. Documentation

The Equivalence Assessment Panel Coordinator will systematically record all information (in electronic and/or paper format) pertaining to the Equivalence Assessment. This information is retained confidentially by the GSCP Secretariat for a period of 5 years.

e. Confidentiality

Throughout the Equivalence Assessment the confidentiality of information is respected by the GSCP Secretariat and the Panel Members, the GSCP Executive and Advisory Board Members and the User.

Members of the GSCP Secretariat, of the GSCP Executive Board and GSCP Advisory Board will sign a declaration of confidentiality and impartiality.

All information provided by a User is considered confidential and the Coordinator and members of the Equivalence Assessment Panel will honour such confidentiality. To this end, at the time of their registration and acceptance of an invitation to become a member of the Register of Experts, each member will sign a declaration of confidentiality and impartiality.

The GSCP cannot be held liable for a breach of confidentiality by the Coordinator and/or the members of the Equivalence Assessment Panel. The User must address any claim of breach of confidentiality directly with the author of the breach and the GSCP may assist the User in doing so, if appropriate.

f. Appeals Procedure

The Equivalence Assessment consists of a desk review of the Self-Assessment, including of the required objective evidence provided by the User to justify the results of the Self-Assessment.

A User that has asked for its Self-Assessment to be reviewed by an Equivalence Assessment Panel is asked to give its formal approval of the assessment results at the end of the process by signing off the Self-Assessment Review by the Panel as outlined in the Final Assessment Table.

In case of disagreement between the User and the Equivalence Assessment Panel on the result of the Equivalence Assessment, the User may appeal. This appeal will be conducted in accordance with the GSCP Appeals Procedure (See Annex III of the present Rules of Engagement).

Only the User to which the decision relates has the right to appeal.

2.4 The Equivalence Assessment Panel

a. Introduction

Equivalence Assessment Panels are individual groups of experts which are formed to perform an Equivalence Assessment and are disbanded after the Equivalence Assessment has been completed. There can be several Equivalence Assessment Panels in place at any given time.

b. Purpose

The purpose of an Equivalence Assessment Panel is to:

- ensure a User's Self-Assessment is objectively reviewed to assess its accuracy in accordance with the procedure defined in the *GSCP Guidelines for Self-Assessment* as well as in the present Rules of Engagement.
- ensure the Equivalence Assessment is carried out to the agreed Equivalence Assessment programme and agreed timescales;
- ensure the findings of the Equivalence Assessment are clearly and concisely documented and included in the Assessment Table;
- deliver an objective assessment of the accuracy of the User's Self-Assessment.

The role of a GSCP Equivalence Assessment Panel Coordinator and of the GSCP Equivalence Assessment Panel members is one of assessment and validation, and not to provide consultative advice to Users.

c. Composition of an Equivalence Assessment Panel

An Equivalence Assessment Panel is composed as follows:

- 1 Equivalence Assessment Panel Coordinator (voting rights)
- 2 Equivalence Assessment Panel Members (voting rights)
- The GSCP Director (or a designated GSCP representative) (no voting rights)

The Panel has to be formed prior to any work being undertaken on the Assessment Table and any supporting documentation. The names and profiles of the Equivalence Panel Coordinator and Members are included in the Equivalence Assessment Terms signed between the User and the GSCP

Director (or a designated GSCP representative) (see paragraphs 2.3 i b and 2.4 e of the present Rules of Engagement as well as Annex V).

d. Register of Experts

The GSCP holds a Register of Experts, which gathers the experts who may be invited to become a member of a GSCP Equivalence Assessment Panel.

Members of the Register of Experts have undergone a selection process and meet the criteria specified in the Annex III of the present Rules of Engagement. This selection process is managed jointly by the GSCP Executive and Advisory Boards with the support of the GSCP Secretariat. The Boards assesses the qualifications and competence of an individual and assess his or her suitability to carry out the duties and responsibilities of a GSCP Equivalence Assessment Panel Member. This will be done through a process of interview, reference checking and review of any other relevant information (e.g. information relating to potential conflict of interest).

Prior to entry onto the Register of Experts, each Expert will sign a statement of confidentiality, impartiality and non-conflict of interest and provide it to the GSCP Director (or a designated GSCP representative).

In the event that personal or professional circumstances mean that this statement is compromised, the Expert will inform the GSCP Director (or a designated GSCP representative), who will in turn take appropriate steps to ensure the integrity of the process is not compromised.

The Register of Experts is published on the GSCP website.

e. Appointment of the Equivalence Assessment Coordinator and Members

The GSCP Director (or a designated GSCP representative) appoints an Equivalence Assessment Panel Coordinator and two Panel Members for each request of Equivalence Assessment. Equivalence Assessment Panel Members are made up of suitably qualified persons drawn from the Register of Experts, that are independent, impartial and technically competent.

Each appointment is made on account of each individual's known expertise and suitability to carry out the review of the Self-Assessment at hand.

The Panel Coordinator and Members are remunerated for their work.

The appointment of the Coordinator and the Members of the Equivalence Assessment Panel ensures there is no conflict of interest in relation to an individual, organisation or association.

The names of the GSCP Equivalence Assessment Panel members are made known to the User upon confirmation of their appointment, and are included in the Equivalence Assessment Terms (see template in Annex V of the present Rules of Engagement).

f. Mandate and Duties of an Equivalence Assessment Panel

The duty of an Equivalence Assessment Panel is to carry out Equivalence Assessment procedures in accordance with the Rules of Procedures defined in Annex II of the present Rules of Engagement.

g. Responsibilities of Equivalence Assessment Panel Members

The appointed GSCP Equivalence Assessment Panel Coordinator has the following responsibilities:

- to manage the preliminary review of a Self-Assessment
- to use his or her experience, expertise and knowledge to provide input into the assessment of the completeness and accuracy of the Self-Assessment
- to manage communication between the User, Equivalence Assessment Panel members and the GSCP Director (or a designated GSCP representative)
- to ensure the Equivalence Assessment programme timescales are respected
- to suspend the Equivalence Assessment process in the event that the timescales to achieve recognition are compromised
- to act in a professional, ethical and impartial manner at all times

The GSCP Equivalence Assessment Panel Members have the following responsibilities:

- to use their experience, expertise and knowledge to provide input into the assessment of completeness and accuracy of the Self-Assessment
- to effectively communicate with the GSCP Equivalence Assessment Panel Coordinator or any other party, if requested by the GSCP Equivalence Assessment Panel Coordinator to do so
- to ensure the tasks assigned to them are completed within the agreed timescales
- to act in a professional, ethical and impartial manner at all times

The GSCP Director (or a designated GSCP representative) has the following responsibilities:

- to provide administrative support to the GSCP Equivalence Assessment Panel Coordinator
- to ensure all events and activities are fully and accurately documented and records retained
- to act in a professional, ethical and impartial manner at all times

h. Removal and Replacement of a Panel Member

- At the request of the User

A User has the right to disagree with the selection of one member or more of the Equivalence Assessment Panel on account of conflict of interest. The names and profiles of the appointed Panel Members are included in the Equivalence Assessment Terms signed between the User and the GSCP Director (or a designated GSCP representative). Once informed of the composition of the Panel through the draft Terms, the User has one week to submit a request for change to the GSCP Director (or a designated GSCP representative). The request must be submitted in writing to the GSCP Director (or a designated GSCP representative) and clearly describe the reason and the justification for the disagreement, together with substantive evidence.

The GSCP Director (or a designated GSCP representative) will assess the validity of the request. If the request is deemed valid, the GSCP Director (or a designated GSCP representative) will remove and replace the Panel Member(s).

- ***On change of status of a Panel Member resulting in conflict of interest***

At the time of the appointment of the Coordinator and the Members of the Equivalence Assessment Panel the GSCP Director (or a designated GSCP representative) enquires with the relevant individual if there is any conflict of interest in relation to another individual, organisation or association. To the extent the GSCP Director (or a designated GSCP representative) has obtained satisfactory declarations from the relevant individual, the appointment can take place. However in the event that the status of non-conflict of interest were to change, the Coordinator or Member of the Equivalence Assessment Panel must make the GSCP Secretariat aware of the circumstances and the GSCP Director (or a designated GSCP representative) will take any action necessary to resolve any issue that may arise. This may result in the removal of the member from the Panel and/or from the Register.

i. De-registration of Members

The GSCP Executive and Advisory Boards have the authority to dismiss or withdraw registration of any expert at any time.

The selection of members for the Register of Experts will ensure there is no conflict of interest in relation to an individual, organisation or association. However in the event that the status of non-conflict of interest were to change, the Member of the Register of Experts must make the GSCP Director (or a designated GSCP representative) aware of the circumstances. The Director (or a designated GSCP representative) will in turn report the change to the GSCP Boards. The GSCP Boards will then take any action necessary, including the de-registration of the member, to resolve any issue that may arise.

Other reasons for de-registration include any malpractice including but not limited to false declaration, breach of confidentiality, and any elements (behaviour or actions) contradicting the Equivalence Assessment Panel Members' obligations as defined in the present Rules of Engagement.

ANNEX I - Process Steps and Estimated Timescales for the Equivalence Process

A - Equivalence Process – Starting the Process

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
A1	Application for the Equivalence Process	The Applicant User	Contacts the GSCP Secretariat through an online contact form	N/A	N/A
A2	Application for the Equivalence Process	The GSCP Secretariat	Answers to the Applicant User by: - Sending the Agreement for the Equivalence Process - Inviting the Applicant User to fill in the Registration Form, for the Applicant User to identify the Reference tools it can benchmark its scheme against	1 week	
A3	Application for the Equivalence Process	The Applicant User	Fills in the Registration form online.	2 weeks	
A4	Application for the Equivalence Process	The GSCP Secretariat	Reviews the Registration Form filled in by the Applicant User. Formulates a recommendation as to what Reference tools the Applicant User can benchmark its system against. Sends a username and temporary password to the Applicant User for them to access the Registration form and the GSCP's recommendation.	2 weeks	
A5	Application for the Equivalence Process	The Applicant User	Evaluates whether they wish : - - to proceed with the Self-Assessment → <i>In which case the following steps apply</i> - - not to proceed with the Self-Assessment → <i>In which case the following steps do not apply and the temporary access lapses</i>	N/A	
A6	Application for the Equivalence Process	The Applicant User	Confirm its registration for the Equivalence Process by: - - Acknowledging the Agreement governing the use of the Equivalence Process (Terms and Conditions and Rules of Engagement) - - Acknowledging the Payment Terms & paying the corresponding fee	N/A	

B - Self-Assessment – Preparation and Execution

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
B1	Self-Assessment	The User	Logs into the web-based Platform and changes the temporary password previously received to a permanent one	N/A	N/A
B2	Self-Assessment	The User	Reads the whole Self-Assessment Guidelines	N/A	
B3	Self-Assessment	The User	Identifies internally the individual(s) that will carry out the Self-Assessment ('self-assessor(s)') and the person that will review and approve the Self-Assessment internally ('reviewer')	N/A	
B4	Self-Assessment	The User	Performs the Self-Assessment	N/A	

C - Equivalence Assessment – Application

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
C1	Application for the Equivalence Assessment	The User	Applies for the Equivalence Assessment through the online contact form on the EP Web-based Platform	N/A	5 weeks
C2	Application for the Equivalence Assessment	The GSCP Director (or a designated GSCP representative)	Appoints a GSCP Equivalence Assessment Panel Coordinator and Equivalence Assessment Panel Members Prepares the Equivalence Assessment Terms	2 week	
C3	Application for the Equivalence Assessment	The GSCP Director (or a designated GSCP representative)	Share the Equivalence Assessment Terms by email with the User for its review	1 week	
C4	Application for the Equivalence Assessment	The User	Signs the Equivalence Assessment Terms and return it by email to the GSCP Director (or a designated GSCP representative) Connects to the EP web-based Platform to pay the fee in order to launch the Equivalence Assessment	2 weeks	

D - Equivalence Assessment – Preliminary Review

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
D1	Preliminary review	The User	Shares on-line its completed and signed off Self-Assessment with the Panel Coordinator	N/A	5 weeks
D2	Preliminary review	GSCP Equivalence Assessment Panel Coordinator	Reviews the User's Self-Assessment and related objective evidence and fills in the Preliminary Assessment Table	4 weeks	
D3	Preliminary review	The User	Is available to support and provide more information to the GSCP Equivalence Assessment Panel Coordinator if need be.	N/A	
D4	Preliminary review	The User	Signs off of the Preliminary Assessment Table to go to next phase of the assessment	1 week	

E - Equivalence Assessment – Panel Review

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
E1	Equivalence Assessment Panel Review	Equivalence Assessment Panel Coordinator	Convenes a meeting of the Panel	N/A	4 weeks
E2	Equivalence Assessment Panel Review	GSCP Equivalence Assessment Panel Coordinator	Shares the completed Self-Assessment and Preliminary Assessment Table along with all supporting documentation with the members of the Equivalence Assessment Panel for preparation	1 week before the meeting of the Panel	
E3	Equivalence Assessment Panel Review	Equivalence Assessment Panel	During the meeting, reviews the completed Self-Assessment using as a support the Preliminary Assessment Table and all supporting documentation provided by the Equivalence Assessment Panel Coordinator.	2-days meeting	
E4	Equivalence Assessment Panel Review	Equivalence Assessment Panel Coordinator	Drafts the Final Assessment Table	1 week	

E5	Equivalence Assessment Panel Review	Equivalence Assessment Panel Members	Approves the Final Assessment Table	1 week	
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F - Equivalence Assessment – Sign-off procedure

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
F1	Communication of results to the User	The GSCP Director (or a designated GSCP representative)	<p>Informs the User of the result of the Equivalence Assessment by sharing the Final Assessment Table as approved by the Equivalence Assessment Panel</p> <p>Asks the User to sign off the Equivalence Assessment Table.</p>	N/A	N/A

Option 1 - the Self-Assessment is validated with no request for change

F2	Sign-off procedure	The User	Signs off the Final Assessment Table and returns it to the GSCP Secretariat	1 week	2 weeks
F3	Sign-off procedure	The GSCP Director (or a designated GSCP representative)	Grants the User the right to share its Equivalence Assessment (=validated Self-Assessment) via the IT Platform.	1 week	

Option 2 - the Self-Assessment requires some changes in order to be in line with the conclusions of the Panel and thus validated Scenario 1 – the User agrees with the Panel’s conclusions

F4	Agreement with the Panel’s conclusions	The User	Acknowledges the conclusions of the Panel by signing the Final Assessment Table in the corresponding box and returns it to the GSCP Secretariat	1 week	7 weeks
F5	Review of the Self-Assessment	The User	Amends its Self-Assessment as recommended in the Final Assessment Table Asks the Panel Coordinator to review their revised Self-Assessment to ensure it is in line with the Final Assessment Table	3 weeks	
F6	Confirmation and notification by Panel Coordinator	Equivalence Assessment Panel Coordinator	Reviews the revised Self-Assessment to ensure it is in line with the Final Assessment Table Confirms to the User, the Panel and the GSCP Secretariat that the Self-Assessment has been amended and can be shared	1 week	

F7	Sign-off of Final Assessment Table	The User & Equivalence Assessment Panel Coordinator	Sign off the Final Assessment Table	1 week	
F8	Access to Equivalence Assessment	The GSCP Secretariat	Grants the User the right to share their Equivalence Assessment (=validated Self-Assessment) via the IT Platform.	1 week	

Option 2 - the Self-Assessment requires some changes in order to be in line with the conclusions of the Panel and thus validated
Scenario 2 – the User disagrees with the Panel’s conclusions

F9	Disagreement with no appeal	The User	Disagrees with the conclusions of the Panel as described in the Equivalence Assessment Table Decides not to appeal →The process stops	N/A	
F10	Disagreement with appeal	The User	Disagrees with the conclusions of the Panel as described in the Equivalence Assessment Table Decides to appeal	N/A	

G - Appeals Procedure

Ref.	Process step	Responsibility	Description	Typical timescale for activity (when applicable)	Total timescale
G1	Submission of an Appeals Notice	The User	Submits an Appeals Notice in writing to the GSCP Director (or a designated GSCP representative)	4 weeks	7 weeks
G2	Acknowledgment of the Appeals Notice	The GSCP Director (or a designated GSCP representative)	Formally acknowledges to the User the receipt of the Appeals Notice Notifies the GSCP Executive Board of receipt of the Appeals Notice	2 days	
G3	Appointment of the Appeals Committee	The GSCP Executive Board Chair	Appoints the Appeals Committee and its Chair	2 weeks	

G4	Investigation of the Appeal	The Appeals Committee	Leads the review of information received	2 weeks	
G5	Investigation of the Appeal	The Chair of the Appeals Committee	Convenes a meeting between the User and the Appeals Committee	2 weeks	
G6	Investigation of the Appeal	The Appeals Committee	Meets to decide upon acceptance or rejection of the Appeal	2 days	
G7	Communication of Decision	The Appeals Committee Chairman	<p>Informs the GSCP Executive Board and GSCP Director (or a designated GSCP representative) of the Appeals Committee’s decision</p> <p>Provides the Executive Board and the GSCP Director (or a designated GSCP representative) with the minutes of the Appeals Committee meeting and any other evidence felt necessary to clarify or support their decision</p>	1 day	
G8	Communication of Decision	The GSCP Director (or a designated GSCP representative)	Informs the User of the Appeals Committee decision	1 day	

ANNEX II - Rules of Procedure for the GSCP Equivalence Assessment Panel Coordinator and for the Equivalence Assessment Panel Members

The Equivalence Assessment Panel Coordinator (Panel Coordinator) and Equivalence Assessment Panel Members (Panel Members) carry out their duties in accordance with the procedures specified in this document.

The Panel Coordinator and Members are remunerated for their work.

The Panel Coordinator publishes a programme of activities in agreement with the GSCP Director (or a designated GSCP representative). Estimated timescales for an Equivalence Assessment Programme can be found in Annex I of the present Rules of Procedure.

This programme will be made known to all members of the Panel and to the User. In the event that there are changes to this programme, the members of the Panel and the User will be informed of these changes by the Panel Coordinator.

The Panel Coordinator ensures correct procedures are undertaken during the Equivalence Assessment programme, and works with the GSCP Secretariat to record and document proceedings and decisions.

The Panel Coordinator ensures, through the GSCP Secretariat, that all information regarding the Equivalence Assessment is clearly and concisely documented and provided to all parties involved in a timely manner. The Panel Coordinator, with the assistance of the GSCP Secretariat, is responsible for the recording, maintenance and retention of this information for the duration of the Equivalence Assessment programme.

Members of a Panel commit to participating in or attending meetings convened by the Panel Coordinator in their entirety and shall also be committed in terms of time and effort to achieving objectives set for the process. In the event that a meeting is convened and one or more members are absent, the meeting will not take place.

The Coordinator and other Members of the Panel will act in a professional, ethical and impartial manner at all times and will not use any information obtained to commercially promote their own or their respective organisation interests.

At the time of the appointment of the Coordinator and the Members of the Panel, the GSCP Director (or a designated GSCP representative) inquires with the relevant individuals if there is any conflict of interest in relation to another individual, organisation or association. To the extent the GSCP Director (or a designated GSCP representative) has obtained satisfactory declarations from the relevant individuals, the appointments can take place. However in the event that the status of non conflict of interest were to change, the Coordinator or Member of the Panel must make the GSCP Secretariat aware of the circumstances and the GSCP Director (or a designated GSCP representative) will take any action necessary to resolve any issue that may arise.

In the event that a vote is necessary to reach a decision, only voting members of the Panel will be allowed to vote (See paragraph 2.4 c of the present Rules of Engagement).

All information provided by a User is regarded as being confidential and the Coordinator and members of the Panel will honour this agreement. At the time of his/her registration and acceptance of an invitation to become a member of the Register of Experts, each member must sign a declaration of confidentiality and impartiality.

In the event that members are asked to leave a Panel during the Equivalence Assessment programme, the GSCP Secretariat and the Panel Coordinator will invite a new member onto the Panel and the Panel Coordinator will ensure the new member is made fully aware of information pertaining to the Equivalence Assessment.

In the event the Panel Coordinator leaves or is asked to leave a Panel during the Equivalence Assessment, the GSCP Executive Director (or a designated GSCP representative) will take immediate steps to appoint a new Panel Coordinator.

ANNEX III - Register of Experts Member Qualifications, Experience, Knowledge, Skills and Personal Attributes

To be selected to be on the Register of Experts, an individual will have the qualifications, experience, knowledge, skills and personal attributes as described below:

Each appointment is made on account of each individual's known expertise and suitability to carry out the review of the Self-Assessment at hand.

Qualifications

A Register of Experts member will preferably have attained a graduate degree.

Experience

A Register of Experts' member will:

- have a proven track record in corporate social and/or environmental responsibility and/or related fields
- demonstrate experience in areas related to auditing systems and auditing
- demonstrate experience in international human rights and labour standards and/or (inter-) national environmental standards

Knowledge

A Register of Experts' member will have- prior to entry on the Register of Experts - knowledge and experience of:

- the mission and objectives of the GSCP
- the GSCP Reference tools
- the GSCP Equivalence Process
- social and/or environmental compliance standards and systems
- audit principles, procedures and techniques in relation to social compliance and/or environmental compliance auditing
- general business processes and will understand the workings of organisations in relation to size, structure, function and relationships with specific reference to ethical sourcing
- accreditation and certification processes and procedures
- key legislative requirements such as International Standards, International Labour Conventions, particularly the Core Conventions
- the functioning and implementation of applicable collective agreements
- the functioning and implementation of national and local labour and/or environmental legislation

Any applicant for the Register of Experts will be trained by the GSCP on the GSCP Equivalence Process and procedures. This training will be undertaken upon selection and prior to entry on the Register of Experts.

Skills

A Register of Experts' member will have:

- good organisational and time management skills
- the ability to make decisions based on objective and verifiable evidence
- the ability to understand and interpret written material with particular reference to standards and monitoring systems, social and environmental compliance and legislative requirements
- good written and oral communication skills
- the ability to work in a team
- the ability to keep relevant information confidential in accordance with non-disclosure or confidentiality agreements

Additional Skills for Equivalence Assessment Panel Coordinators only. The Equivalence Assessment Panel Coordinator will have the ability to:

- effectively plan, prioritise and adjust the activities of the Equivalence Assessment, as far as possible, without adversely affecting the outcome of assessment
- effectively manage meetings
- provide direction and guidelines to the Equivalence Assessment Panel members
- prevent and resolve conflicts
- assume leadership role during problematic discussions and situations in order to resolve issues
- reach timely conclusions based on logical reasoning and analysis, and
- produce clear and accurate reports on assessment findings and clearly articulate these in relation to GSCP Reference tools requirements

Personal Attributes

A Register of Experts' member will:

- be fair, truthful, unbiased, discreet, trustworthy and honest
- demonstrate a high level of personal integrity
- be open-minded, reasonable and will be willing to consider alternative ideas or points of view
- adjust readily to different situations, to effectively resolve conflict and to arrive at a consensus agreement as far as possible
- be persistent and focussed in his/her approach to achieve objectives
- in the case of conflict, be able to manage discussions constructively.
- act effectively and function independently
- be professional and ethical and make decisions even though these actions and decisions may result in disagreement, confrontation or appeal proceedings

Additional personal attributes for Equivalence Assessment Panel Coordinators only:

- adjust readily to different situations, to effectively resolve conflict and to lead the panel to arrive at a consensus agreement

Prior to entry onto the Register of Experts, the individual must sign a statement of confidentiality, impartiality and non conflict of interest and provide it to the GSCP Director (or a designated GSCP representative).

In the event that personal or professional circumstances mean that this statement is compromised, the Expert will inform the GSCP Director (or a designated GSCP representative), who in turn will take appropriate steps to ensure the integrity of the process is not compromised.

The Register of Experts is published on the GSCP website.

ANNEX IV - The Appeals Procedure for the GSCP Equivalence Process

Introduction

The following procedure defines the steps to be taken in the event that a User wishes to appeal against an assessment made by the GSCP Equivalence Assessment Panel.

Only the User to which the decision relates has the right to appeal to the GSCP Board regarding the assessment led by the Equivalence Assessment Panel and the Appeals Notice shall be submitted by an authoritative person from the User management or governing board.

Procedure

The User submits an Appeals Notice to the GSCP Director (or a designated GSCP representative) within 30 days of occurrence of the matter in dispute. The Appeals Notice is submitted in writing to the GSCP Director (or a designated GSCP representative) and clearly describes the reason and the justification for the appeal, together with substantive evidence to assist with the investigation of the appeal.

The Appeals Notice is signed by an authoritative person from the objecting User and includes the name, position, signature and date of signature.

The GSCP Director (or a designated GSCP representative) formally acknowledges to the objecting User the receipt of the Appeals Notice. This acknowledgement takes place within two working days of receipt of the Appeals Notice. The GSCP Director (or a designated GSCP representative) also notifies under confidentiality the GSCP Executive Board and Advisory Board members within two working days of receipt of the Appeals Notice.

The appeal is considered by an Appeals Committee, which is a committee specifically assembled by the GSCP Executive Board. The GSCP Director (or a designated GSCP representative) asks the Chairman of the GSCP Executive Board to invite 3 members of the GSCP Advisory Board to sit on the Committee. The Chairman of the Executive Board with the support of the GSCP Director (or a designated GSCP representative) asks the invited members of the Advisory Board to confirm that they do not have any possible conflict of interests in relation to the User appealing against the assessment of the GSCP Equivalence Assessment Panel.

The Appeals Committee is appointed within two weeks of acknowledgement of the receipt of the Appeals Notice.

The Chairman of the GSCP Executive Board appoints an Appeals Committee Chairman, who has responsibility to coordinate the activities of the Committee, document all actions, comments and decisions appertaining to the appeal and report back to the GSCP Board upon the Committee's decision to uphold or reject the appeal.

The Chairman of the Appeals Committee ensures throughout all stages of the appeals process that all proceedings are conducted in an impartial and professional manner.

The GSCP Director (or a designated GSCP representative) ensures all members of the Appeals Committee have a complete copy of the Appeal Notice signed by the User and any other information related to the appeal.

The Chairman of the Appeals Committee decides upon the duration of the review of information submitted by the GSCP Director (or a designated GSCP representative) and makes this known to other members of the Committee, the Chairman of the GSCP Executive Board and the GSCP Director (or a designated GSCP representative). The duration of the investigative phase of the appeal will however be no longer than four weeks from the acknowledgement of receipt of the appeal.

During this investigative phase the Chairman of the Appeals Committee liaise with other Committee members and the User to establish the validity of the objection and to collate information and opinions to allow a decision to be made. The liaison with the User will always be assured by and conducted with the signatory of the Appeals Notice.

The Chairman of the Appeals Committee ensures a meeting takes place between the Appeals Committee and the User (signatory of the Appeal Notice and any other parties nominated by the signatory) within six weeks of the acknowledgement of the receipt of the appeal by the GSCP Director (or a designated GSCP representative). The meeting will be fully minuted.

Following the meeting with the objecting User representative(s), the Chairman of the Appeals Committee convenes a meeting of all Appeals Committee members to review the appeal information and any other evidence to decide upon the acceptance or rejection of the appeal. This meeting will take place within two days of the meeting with the objecting User's representative(s). The meeting will be minuted.

The decision to accept or reject the appeal by the members of the Appeals Committee will be made by consensus, and if a vote is required, a majority vote will decide the outcome of the appeal. Members of the Appeals Committee may not abstain.

The Chairman of the Appeals Committee informs the Chairman of the GSCP Executive Board and the GSCP Director (or a designated GSCP representative) of the Appeals Committee's decision within one day of the closure of the Appeals Committee meeting. The Chairman of the Appeals Committee also provides them with the minutes of the Appeals Committee meeting and any other evidence felt necessary to clarify or support their decision. All other Executive Board Members will be informed as well.

The decision of the Appeals Committee is then reported to the objecting User by the GSCP Director (or a designated GSCP representative).

The decision made by Appeals Committee is final and cannot be overturned.

ANNEX V - Equivalence Assessment Terms – Template

These Equivalence Assessment Terms (the “EA Terms”) are agreed by and between:

(i) **The Consumer Goods Forum**, acting *via* its GSCP division, a French association (*association Loi 1901*), whose SIREN number is 784 315 194 and whose registered office is 22-24 rue du Gouverneur Général Eboué, 92 130 Issy-les-Moulineaux, France,
Hereinafter referred to as the "**GSCP** ",
And

(ii) [**User's name**, corporate structure, address, SIREN number, and name of the legal representative],
Hereinafter referred to as the "**User**".

1. Applicability and object of the Equivalence Assessment Terms

1.1 The Equivalence Assessment is the second step of the GSCP Equivalence Process during which a User's Self-Assessment is objectively reviewed for verification and validation. The objective of the Equivalence Assessment is to assess whether a User's Self-Assessment against one or more GSCP Reference tools is accurate and complete, and can be trusted.

The review is carried out by an Equivalence Assessment Panel made of social and/or environmental compliance experts selected jointly by the GSCP Executive and Advisory Boards and appointed by the GSCP Director (or a designated GSCP representative) as per the procedure defined in paragraph 2.4 of the Rules of Engagement (Annex I of the Agreement for the Equivalence Process).

The GSCP offers to provide the use of such process to Users under the following EA Terms.

1.3 The EA Terms are subject to all the terms and provisions of the Agreement for the Equivalence Process (Equivalence Process Terms & Conditions and Rules of Engagement) which governs the use of the Equivalence Process and which has been signed by the User when registering for the Equivalence Process.

1.4 The EA Terms define the specific terms and conditions applicable to such Equivalence Assessment which come in addition of the terms and provisions outlined in the Agreement for the Equivalence Process.

1.5 The EA Terms are agreed upon by and between the GSCP on the one hand and the User of the EA on the other hand (the "**Parties**").

1.6 By signing the EA Terms, the User is making a binding declaration that it has read and understood these Terms, as well as the previously signed Agreement for the Equivalence Process, and has agreed to their application.

1.5 Users who do not agree to the application of the EA Terms and/or of part or all of the Agreement for the Equivalence Process will not be able to have an Equivalence Assessment performed.

2. User's cooperation and engagement

2.1 As per the Agreement, the User agrees to fully cooperate through all phases of the Equivalence Assessment and with all staff involved in the process. The User understands that the quality and effectiveness of the Service offered by the GSCP depends on the User's contribution to the process itself.

2.2 It is the User's responsibility to ensure that its Self-Assessment is accurate and complete in order to proceed to the Equivalence Assessment.

A complete Self-Assessment will require that the User has:

- Clearly defined the scope of assessment sought by filling in the Registration form before starting its Self-Assessment
- Gathered and included all the necessary documents to support its Self-Assessment
- Ensured that the provision of information is not in breach of any confidentiality obligations owed to third parties and complies with applicable laws.
- Ensured its Self-Assessment has been reviewed and signed off internally by a person who has the authority to do so (the 'Reviewer').

3. Requested Information

To allow for an Equivalence Assessment to be performed, the User agrees to communicate the following information:

Name of the User's Reviewer:

.....

Name of the EA Point of Contact for the Equivalence Assessment (if different from the Reviewer):

.....

The User is asked to name one person internally to be the unique point of contact for questions from the GSCP Equivalence Process Panel Coordinator and/or from Panel Members. It is advised this person be 'the Reviewer'. It could also be another person in which case it is recommended this person is selected by the User based on the same criteria as for a Reviewer (see paragraph 2.2 b of the Rules of Engagement).

List of Reference tool(s) for which the User wants an Equivalence Assessment to be performed:

.....

4. Equivalence Assessment Panel

The Equivalence Assessment is carried out by an Equivalence Assessment Panel made of social and/or environmental compliance experts selected jointly by the GSCP Executive and Advisory

The GSCP is facilitated by The Consumer Goods Forum

Boards and appointed by the GSCP Director (or a designated GSCP representative) as per the procedure defined in paragraph 2.4 of the Rules of Engagement (Annex I of the Agreement for the Equivalence Process).

For the purpose of this Equivalence Assessment, the following experts have been appointed on the Equivalence Assessment Panel:

- **Panel Coordinator:**

.....

- **Panel Members:**

.....

.....

The User notes the name of the Members of the Equivalence Assessment Panel and by signing the present EA Terms, agrees with their nomination on the Equivalence Assessment Panel.

As per paragraph 2.4 h of the Rules of Engagement, the User has the right to disagree with the selection of one member or more of the Equivalence Assessment Panel on account of conflict of interest. Once informed of the composition of the Panel through the draft Terms, the User has one week to submit a request for change to the GSCP Director (or a designated GSCP representative). The request must be submitted in writing to the GSCP Director (or a designated GSCP representative) and clearly describe the reason and the justification for the disagreement, together with substantive evidence.

The GSCP Director (or a designated GSCP representative) will assess the validity of the request. If the request is deemed valid, the GSCP Director (or a designated GSCP representative) will remove and replace the Panel Member(s).

5. Communication of the User’s participation in the Equivalence Assessment

The Communication and Use of the Equivalence Process is governed by the Agreement for the Equivalence Process and are as reminded below:

A User that has asked for its Self-Assessment to be reviewed by an Equivalence Assessment Panel will be asked to give its formal approval of the assessment results at the end of the process by signing off the Review by the Panel as outlined in the Final Assessment Table.

Once the User has signed off the Final Assessment Table prepared by the Equivalence Assessment Panel (see paragraph 2.3 c iv of the Rules of Engagement – Annex I of the Agreement for the Equivalence Process), the Self-Assessment becomes an Equivalence Assessment and the Equivalence Assessment is considered completed.

The User acknowledges that once signed off, its Equivalence Assessment cannot be modified.

The User will have the exclusive use and right to share its Equivalence Assessment.

The User recognises that this is not a certification, accreditation or label and will therefore not use it as such. Similarly the User will not make any false statement nor promote the results as a guarantee of supply chain accountability.

The User is requested to share with the GSCP Secretariat a copy of any public communication (e.g. annual report, website) which refers to their respective Equivalence Process and its outcome. Any statement must be truthful and in accordance with the present Rules of Engagement.

- **GSCP Website**

Through these EA Terms, the User is asked to decide, once its Equivalence Assessment is up-to-date and valid, whether the User wishes to be listed on the GSCP website:

I wish for my Organisation's name to be listed on the GSCP website

I don't want my Organisation's name to be listed on the GSCP website

The listing on the website will include the name of the User together with the name of the Reference tool(s) the User did its Equivalence Assessment against.

The Equivalence Assessment itself will not be published as the User has the exclusive use and right to share its Equivalence Assessment.

- **Share & Compare section of the Equivalence Process web-based Platform**

The web-based Platform hosting the Equivalence Process includes a Share & Compare section where each User can share and compare their Equivalence Assessment(s) with other Users.

To allow all Users having performed an Equivalence Assessment to share and compare their Equivalence Assessment(s) with other Users, the User's name together with the name of the Reference tool(s) the User did its Equivalence Assessment against, will be automatically included in the Share & Compare section of the Equivalence Process web-based Platform.

This listing will only be accessible by other Users which have performed an Equivalence Assessment.

Should the User not want to have its name listed in the Share & Compare section of the Equivalence Process web-based Platform, it should inform the GSCP Secretariat by adding a mention in the present EA Terms before signing and returning them.

6. Amendments

The Agreement may not be amended, supplemented, waived, or modified, except by a specific writing, entitled as an amendment and specifically referring to this Agreement, signed by each Party.

7. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of France.

Any dispute arising in connection with the Agreement will be exclusively settled by the Court of Paris.

8. Language

The English language version of this Agreement shall be the official version for the purposes of interpretation, and shall prevail or override to the extent of any inconsistency with translated versions.

In two (2) original copies,

on *[Insert date]*

On behalf of The GSCP /Consumer Goods Forum
(read and approved)

Name
Director,
The Global Social Compliance Programme

On behalf of *[User's name]*
(read and approved)

[User Contact Name]
[Title],
[Company]

Different fees apply to the Self-Assessment and to the Equivalence Assessment. Different fees also apply to GSCP member companies versus other non-member organisations.

Fee for the Self-Assessment

The fees for the Self-Assessment are outlined below:

in Euros (€)	Self-Assessment fee per year
for Members	2 000
for Non-Members	4 000

This fee grants access to the Equivalence Process web-based platform **for one year**. During that year the User is free to use the platform and perform one or more Self-Assessments against one or more GSCP reference tools.

The Fee covers the costs for access rights and maintenance of the platform.

Fee for the Equivalence Assessment

The fees for the Equivalence Assessment are outlined below:

in Euros (€)	for Members	for Non-Members
for 1 tool	5 090	5 664
for 2 tools	6 820	7 548
for 3 tools	8 550	9 431
for 4 tools	10 280	11 315
for 5 tools	12 010	13 199

The Equivalence Assessment is costed per tool to reflect the fact that the time spent by the Equivalence Assessment Panel Members (incl. the Panel Coordinator) will vary depending on the number of reference tools for which the User elects to have an Equivalence Assessment performed.

The Fee covers:

- the remuneration of the Panel Coordinator and the Panel Members
 - for the preparation of the Equivalence Assessment
 - for the review per tool
- GSCP staff and administrative costs (invoicing, follow-up, etc.) – management fee
- the direct cost of logistics (meetings, phone calls, papers, etc)

For the purposes of this document, the following terms and definitions shall apply:

Terms	Definitions
Accreditation	Certification of competence in a specified subject, and of the integrity of an evaluator (i.e. testing and calibration laboratories, certification and inspection bodies) awarded by an internationally recognised accrediting organisation.
Agreement for the Equivalence Process	Legally enforceable written understanding containing essential administrative, legal and procedural information and governing the use of the Equivalence Process. It is composed by the Terms & Conditions (T&C) and the Rules of Engagement (RoE) and concluded between two legally competent parties, the Consumer Goods Forum /GSCP and the User of the Equivalence Process.
Appeal	A request by a User for reconsideration of a decision made by the GSCP Equivalence Assessment Panel.
Appeals Procedure	The steps to be taken in the event that a User wishes to appeal against an assessment made by the GSCP Equivalence Assessment Panel.
Appeals Committee	A committee specifically assembled by the GSCP Executive Board to investigate a User's Appeal.
Applicant User	The Applicant User is the organisation that takes the initiative of applying for the Equivalence Process. Once its registration is confirmed, the Applicant User becomes a User.
Assessment	An assessment is a critical evaluation of information for purposes of positioning and understanding where the assessed system stands vis-à-vis reference requirements and practices. Assessments are policy relevant, but not judgmental or prescriptive.
Audit	a systematic and functionally independent and documented process used to determine whether activities and related results comply with a standard or series of requirements, which results in an audit report.
Auditor	A qualified individual who inspects and verifies, on behalf of a company or a certification body, the accuracy of a company's operational and/or financial records.
Certification	Formal procedure by which an accredited or authorised person or agency assesses and verifies (and attests in writing by issuing a certificate) the attributes, characteristics, quality, qualification, or status of individuals or organisations, goods or services, procedures or processes, or events or situations, in accordance with established requirements or standards.
Competence	The demonstrated ability to apply knowledge and skills to achieve intended results.
Complaint	A legal document that is an expression of disagreement or dissatisfaction, but is not an appeal.

Conflict of Interest	Where either an Organisation or an individual is in a position of trust requiring them to exercise judgement on behalf of others and also have interests or obligations (whether financial or otherwise) of the sort that might interfere with the exercise of that judgment.
De-registration	The process of dismissing or withdrawing the registration of an expert from the Register of Experts.
Equivalence Assessment	A process by which the Equivalence Assessment Panel objectively assess whether a User's Self-Assessment against one or more GSCP reference tools is complete, accurate and can be trusted. reviews the validity and accuracy of a User's Self Assessment
Equivalence Assessment Panel	A team of registered technical experts who have been appointed by the GSCP to undertake the review of a User's Self-Assessment.
Equivalence Assessment Panel Coordinator	An independent expert, appointed by the GSCP, who sits on the Equivalence Assessment Panel and has the required qualifications and experience to coordinate the activities of an Equivalence Assessment Panel.
Equivalence Assessment Panel Member	An independent expert, appointed by the GSCP, who has the required qualifications and experience to sit on the Equivalence Assessment Panel and whose role is to carry out an Equivalence Assessment.
Equivalence Assessment Terms	Separate specific terms and conditions applicable to the Equivalence Assessment that the User is required to accept before undergoing an Equivalence Assessment.
Equivalence Process	The Equivalence Process is a process by which a social compliance scheme and/or an environmental compliance scheme are objectively benchmarked against the requirements defined in one or more GSCP reference tools to determine their level of equivalence. The Equivalence Process has two distinct phases: the Self-Assessment and the Equivalence Assessment.
Final Assessment Table	A document issued by the members of the Equivalence Assessment Panel that gathers the outcome of their review of a User's Self-Assessment to assess its completeness and accuracy.
Malpractice	An act or continuing conduct of professionals which does not meet the standard of professional competence and results in provable damages to his/her clients, customers, suppliers, etc. Such an error or omission may be through negligence, ignorance (when the professional should have known), or intentional wrongdoing.
Member	All companies which have formerly registered for GSCP for membership. Membership is reserved for buying companies
Monitoring	A planned sequence of observations or measurements to assess compliance with requirements.
Non-conformity	A deviation of product or process from specified requirements, or the absence of, or failure to implement and maintain, one or more required management system elements, or a situation which would, on the basis of available objective evidence, raise significant doubt as to the conformity of what the supplier is supplying.
Objective evidence	Verifiable data substantiating an assertion or an assessment.
Process	A set of interrelated or interacting activities which result in an outcome.
Preliminary Assessment Table	A document issued by the Equivalence Assessment Panel Coordinator to document information and preliminary assessment of the User's Self Assessment during the preliminary review.

Preliminary Review	The systematic, documented process undertaken by the Equivalence Assessment Coordinator to assess the relevance and accuracy of a User's Self-Assessment against the requirements of one or more GSCP Reference Tools as integrated in the Equivalence Process.
Re-assessment	A new assessment undertaken in order for an Equivalence Assessment to remain valid. The re-assessment needs to be performed every time the GSCP Reference Tools and/or the User's scheme undergo changes that have an impact on working or environmental conditions and/or their implementation.
Reference tool	A tool that gathers and describes best existing practice, uphold relevant International Standards - where these exist - and provide a common interpretation of fair labour and environmental requirements and their implementation.
Registration form	Step-by-step form to be filled-in by the Applicant User to outline the general and detailed scope of the User's organisation's compliance scheme. Its purpose is to constitute the organisation general overview, clarify the components and structure of its scheme and its links with external bodies.
Review	The systematic, documented process undertaken by the Equivalence Assessment Panel to assess the relevance and accuracy of a User's Self-Assessment against the requirements of one or more GSCP Reference Tools as integrated in the Equivalence Process.
Reviewer	A person in charge of reviewing the Self-Assessment on behalf of a User, with the authority from the User to review and sign off the Self-Assessment.
Rules of Engagement (RoE)	The Rules of Engagement define the requirements and procedure that apply for the use of the GSCP Equivalence Process, covering in detail both the process and obligations for the Self-Assessment and the Equivalence Assessment.
Self-Assessment	A process by which a User compares its internal tools, processes and methodology point by point to the requirements of one or more GSCP Reference Tools as integrated in the Equivalence Process.
Self-Assessment Guidelines	Detailed step-by-step guide to prepare and perform the Self-Assessment.
Scheme	A standard / set of specified requirements and specific rules and procedures for their implementation.
Scheme Owner	An organisation responsible for the development, management and maintenance of a scheme.
Self-Assessor	a person in charge of performing the Self-Assessment ('self-assessor') on behalf of a User with a good knowledge and understanding of the User's scheme.
Sign-off procedure	A procedure by which an individual on behalf of his or her organisation agrees to a process or a result
Standard	A normative document and/or other defined normative documents, established by consensus and approved by a body that provides - for common and repeated use - rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context.
Terms and Conditions	A document that defines the legal basis for the supply of a Service through the GSCP Equivalence Process web-based Platform.
User	An organisation using the Equivalence Process

Validation	A confirmation, through the review of objective evidence that a Self-Assessment is accurate and relevant.
Web-based Platform	SAAS software solution hosting the Equivalence Process, accessible by Users through the internet.