

# Better Cotton Platform

## Access for non BCI Members

### Terms and Conditions

### 条款和条件

Version 1.2, published on 26 November 2020

1.2 版本，发布于 2020 年 11 月 26 日

### Definitions 定义

**Better Cotton Initiative (BCI)**, is a multi-stakeholder organisation stewarding the Better Cotton Standard System. BCI is the owner of the Better Cotton Platform and defines these Terms and Conditions.

Better Cotton Initiative (BCI)，是一个多利益相关方组织，该组织管理良好棉花标准系统。BCI 是良好棉花平台的所有者，并定义本条款和条件。

**Better Cotton Platform (BCP)**, is an online system owned by the BCI, and used by ginners, traders, spinners, other textile value chain actors, and by retailers and brands to document and make claims about their Better Cotton sourcing activities and sourced volumes.

Better Cotton Platform (BCP)，是 BCI 拥有的一个在线系统，该平台被轧花厂、棉商、纺纱厂和其他纺织业价值链参与者使用，并被零售商和各品牌用于记录和声明其良好棉花的采购行为和采购量。

**BCP Account**, is the access point to the BCP for all types of companies who are sourcing Better Cotton. A BCP Account is given to one company or business unit.

BCP 账户，是所有不同类型的、采购良好棉花的公司在良好棉花平台上的访问口。一个公司或一个营业单位会被给予一个 BCP 账户。

**BCP User**, is the person who goes through BCI's online or in-person training on the Better Cotton Chain of Custody Guidelines and how to use the BCP. One BCP Account can have multiple BCP Users.

BCP 用户，是通过 BCI 在线方式或亲自参加方式、经过了《良好棉花监管链指南》和如何使用良好棉花平台的培训的人。一个 BCP 账户可以有多个 BCP 用户。

**BCP Access**, is the opportunity to access a BCP Account via one, or more BCP Users. BCP Access can be given to BCI members, and non BCI members, and these Terms and Conditions regulates BCP Access for non BCI members.

BCP 访问权限，是由一个或多个 BCP 用户访问某一 BCP 账户的机会。BCP 访问权限可以被提供给 BCI 会员和非 BCI 会员。本条款和条件规定了非 BCI 会员的 BCP 访问权限。

**Better Cotton Claim Unit (BCCU)**, is a BCI-specific unit that measures the volume of Better Cotton sourced by supply chain actors and retailers and brands. One BCCU represents one kilogram of physical Better Cotton sourced from a 'BCI gin'.

良好棉花申报单位，是一个 BCI 的特定单位，用于衡量供应链参与者、零售商和各品牌采购的良好棉花的数量。1 个良好棉花申报单位代表 1 千克从某一 BCI 轧花厂采购的实物良好棉花。

## 1. Scope 范围

1.1. This document regulates the option for non BCI members to have access to the Better Cotton Platform, hereinafter referred to as BCP Access. As the owner of the BCP, BCI reserves the right to modify these Terms and Conditions, including the documents linked to these Terms and Conditions. The English version of this Agreement shall be binding. Any translated version shall serve for information purpose only.

本文件对非 BCI 会员访问良好棉花平台的选择进行了规定，以下简称 BCP 访问权限。作为良好棉花平台的所有者，BCI 保留修改本条款和条件的权利，包括链接在本条款和条件上的文件。该协议英文版应具有法律约束力。中文版本仅作提供信息之目的。

1.2. BCP Access is limited to one BCP Account, per application. If a company, or group of companies wish to have multiple BCP Accounts they are required to purchase multiple accesses.

BCP 账户通过每次申请仅能获得一个 BCP 访问权限。如某一公司，或某一公司集团希望获得多个 BCP 账户，则其需要购买多个访问权限。

1.3. BCP Access is limited to 2 BCP Users.

每个 BCP 访问权限仅限 2 个 BCP 用户（使用）。

1.4. The validity period for BCP Access is 12 months. The first validity period starts on the 1<sup>st</sup> of the month following the submission of the application form. The validity period is not dependent on when the BCP Access is activated, which is defined in section 2.2-3.

BCP 访问权限有效期为 12 个月。第一个有效期始于提交申请表格后的第一个月的第一天。有效期并不取决于 BCP 访问权限何时被激活（激活的定义见第 2.2-3 部分）。

1.5. By applying for BCP Access, you accept that company names, contact names and email addresses may be shared within the BCP. For more information, please see the [BCI Data Protection Policy](#). **BCI also makes publicly available a list of supply chain companies with BCP Accounts.** If a company does not want to appear on that list, it is requested to say so in the application form. Even if a company is excluded from the public list, it will be visible in the BCP, to other companies with BCP Access.

通过申请 BCP 访问权限，您接受公司名称、联系人姓名和电子邮箱地址可能在良好棉花平台内被分享。更多信息请参见《BCI 数据保护政策》。BCI 也会公开一个拥有 BCP 账户的供应链公司的名单。如某一公司不希望出现在该名单上，其会被要求在申请表格中申明。即使某一公司被排除在该公开名单之外，其将仍然在良好棉花平台上对其他拥有 BCP 访问权限的公司可见。

## 2. Application Process 申请程序

2.1. Application for BCP Access is done via an electronic form where payment is done either via credit card, or via international bank transfer.

BCP 访问权限的申请通过电子表格进行，在此过程中，支付应通过信用卡或国际银行转账完成。

2.2. Before gaining the BCP Access the company must complete the following steps.

获得 BCP 访问权限前，公司必须完成下述步骤。

- Submit a completed application form.

提交一个填写完整的申请表格。

- Make the payment of the BCP Access fee, as per the payment options set out in section 4. Fees and Payments.

依照第 4 部分费用和支付中列出的支付选项，支付 BCP 访问权限费用。

- Complete the training course as per the section 3. Requirements. Upon receipt of a complete application and full payment BCI sends a link for its online training platform to the applicant's primary contact.

依照第 3 部分要求完成培训课程。在收到一份完整的申请和全额付款后，BCI 会向申请者的主要联系人发送一个在线培训平台的链接。

2.3. Once all these steps are completed BCI will activate the BCP Access, with the start date as per section 1.4. It is the responsibility of the applicant to make sure all steps are fulfilled in a timely manner. BCI is not responsible for any delay in activation of the BCP Access because of a company not fulfilling the steps outlined in section 2.2 in a diligent manner.

一旦这些步骤均已完成，BCI 会激活 BCP 访问权限，其开始日期依照第 1.4 部分的规定起算。申请者有责任确保及时完成所有步骤。如因某一公司未能积极完成第 2.2 部分所述步骤，则 BCI 对 BCP 访问权限的激活延迟不承担任何责任。

## 3. Requirements 要求

3.1. To be eligible for BCP Access the following requirements must be met.

为合乎 BCP 访问权限的条件，下述要求必须被满足。

3.1.1. The company is a registered legal entity.

公司是一个注册的法律实体。

3.1.2. The representative that will act as the primary BCP User must complete and pass an online training course for the relevant account type. The primary contact is also responsible for all subsequent BCP Users of the BCP Account being properly trained. 作为代表 BCP 用户的主要联系人，必须针对相关账户的类型，完成并通过在线培训课程。主要联系人也需负责使得所有后续 BCP 账号的 BCP 用户受到恰当培训。

- 3.2. The company must adhere to the [Better Cotton Chain of Custody Guidelines](#), which governs the use of the BCP. This includes participation without delay in any audit of the BCP performed as per the Better Cotton Chain of Custody Guidelines.

公司必须遵循《良好棉花监管链指南》，该指南规定了良好棉花平台的使用，这包括毫无延迟地参加依照该《良好棉花监管链指南》对良好棉花平台所进行的任何审计。

- 3.3. It is the responsibility of the company applying for BCP Access to assure that all requirements are met, including having full knowledge of the latest version of the [Better Cotton Chain of Custody Guidelines](#).

申请 BCP 访问权限的公司有责任确保所有要求已被满足，包括完全了解最新版本的《良好棉花监管链指南》。

- 3.4. The company is not engaged in any activity which could damage the reputation or interests of BCI, or is not being subject to international sanctions. BCI reserves the right to define such activities. they include but are not limited to labour rights violations or not respecting contract sanctity.

公司没有从事任何可能损害 BCI 声誉或利益的活动，也没有受到国际制裁。BCI 保留界定此类活动的权利。它们包括但不限于侵犯劳动权利或不遵守合同契约。

## 4. Fees and Payment 费用和支付

- 4.1. The fee for one BCP Access is 500 € and is valid for 12 months. The fee is subject to review on an annual basis.

一个 BCP 访问权限的费用为 500 欧元，有效期为 12 个月。每年均会对该费用进行评估。

- 4.2. There are two options for paying for the BCP Access.

支付 BCP 访问权限有两种方式可选。

- VISA or Mastercard  
VISA 卡或万事达卡
- International bank transfer

国际银行转账

- 4.3. BCP Access is renewed annually by paying a renewal fee. Instructions on how to pay the renewal fee are sent to the primary contact approximately 30 days prior to the expiry date of the validity period. The renewal fee has to be paid timely so that it is properly reconciled in BCI's account at the latest on the expiry date of the validity period.

BCP 访问权限可通过支付一笔续订费每年续订。如何支付续订费的指引将在有效期截止日期前大概 30 天发送给主要联系人。续订费需及时支付，以确保其最晚在有效期截止日期转入到 BCI 的账户上。

- 4.4. The renewal fee is based on the applicable fee as per section 4.1 on the expiry date of the current validity period, or the payment date, whichever comes first.

续订费应当基于当前有效期截止日期当日第 4.1 部分中规定的可适用费用或支付日的可适用费用，以较早发生的日期（所适用的费用）为准。

4.5. When paying via international bank transfer the applicant is responsible for covering all related bank charges, including local taxes.

当通过国际银行转账时，申请人应该承担全部相关银行费用，包括本地税款。

4.6. BCI will not reimburse or pro-rate fees if:

如有下列情况，BCI 不会归还或按比例分配费用：

4.6.1. BCP Access is activated after the validity period start date because the applicant did not fulfil the steps in section 2.2 before the validity period start date.

因申请人没有在有效期开始日期之前完成第 2.2 部分中规定的步骤，BCP 访问权限在有效期开始日期之后才被激活。

4.6.2. BCP Access is suspended according to section 6.1, and eventually permanently closed according to section 6.2-3.

BCP 访问权限依据第 6.1 部分被暂停，且依据第 6.2-3 部分最终被永久关闭。

## 5. Communication 沟通

5.1. Companies with BCP Access can use the following statements, separately or together, when they communicate about BCI and Better Cotton.

当谈论 BCI 和良好棉花时，拥有 BCP 访问权限的公司可以分开或一起使用下述声明。

5.1.1. 'We're proud to work with Members of The Better Cotton Initiative/BCI.'

“我们很自豪可以与良好棉花发展协会/BCI 的会员一起工作。”

5.1.2. 'We have passed the Better Cotton Chain of Custody training and have access to the Better Cotton Platform.'

“我们已经通过良好棉花监管链培训且有访问良好棉花平台的权限。”

5.2. Non BCI member companies with BCP Access are restricted to only use the statements in sub-sections 5.1.1 and 5.1.2. They are not permitted to use any of the claims outlined in the [Better Cotton Claims Framework](#), which governs all communication about BCI and Better Cotton, including the use of the BCI logo.

拥有 BCP 访问权限的非 BCI 会员公司仅限使用第 5.1.1 和 5.1.2 部分中的声明。他们不得使用任何列于《良好棉花声明框架》内的声明，该《良好棉花声明框架》规范所有关于 BCI 和良好棉花的沟通，包括 BCI 标识的使用。

## 6. Termination 终止

- 6.1. A company that has not paid its renewal fee as per section 4.3 will have its BCP Access suspended on the day following the validity period end date. If the renewal fee has not been paid 3 months after the validity end date the BCP Account will be closed permanently.

如一个公司没有依照第 4.3 部分中的规定支付续订费，则其 BCP 访问权限将会在有效期截至日期后的第一日被暂停。如续订费没有在有效期截止日期后的三个月内被支付，BCP 账户将被永久关闭。

- 6.2. A company that is in breach of the requirements in Section 3 or Section 5 will have its BCP Access suspended immediately. BCI will without delay notify the company specifying which paragraph they are in breach of, requesting them to correct it. Notification is considered valid via electronic mail to the primary BCP User contact, as stated in the application form.

如某一公司违反了第 3 部分和 5 部分的要求，则其 BCP 访问权限会被立刻暂停。BCI 会立刻通知公司其具体违反的段落，要求公司进行改正。通过对申请表格中列明的 BCP 主要联系人发送电子邮件所做出的通知，应被视为有效。

- 6.3. A company that has been notified of a breach according to section 6.2 has 3 months to correct the breach, after that period the BCP Account will be closed permanently.

已经依照第 6.2 部分被通知其违约的公司，有 3 个月时间就其违约进行改正，该期限过后，BCP 账户会被永久关闭。

- 6.4. All BCCUs in a permanently closed BCP Account will be forfeited.

在一个被永久关闭的 BCP 账户中，所有良好棉花申报单位（BCCU）都会作废。

- 6.5. To the extent permitted by the applicable law, BCI's maximum liability to a company under these Terms and Conditions, whether in contract, tort, or otherwise (including any liability for any negligent act or omission) for damages, howsoever arising, shall be limited in the aggregate (whether the liability arises out of only one or more than one separate incident) to an amount equal to the fees for the BCP Access that the company pays for in respect of the relevant validity period of the BCP Access in which the damages occur.

在可适用的法律所允许的限度内，在本条款和条件项下，BCI 对某一公司承担的最大损害赔偿 responsibility，无论是出于合同、侵权或其他（包括任何由疏忽行为或不作为导致的责任）事由，无论该损害如何产生，其总额（无论该责任仅因一个事件或因多个事件而产生）均不应超过该公司为其间发生了损害的 BCP 访问权限的有效期所支付的 BCP 访问权限的费用。

## 7. Applicable Law and Jurisdiction 适用法律和司法管辖权

- 7.1. The present contract (including these Terms and Conditions) shall in all respects be exclusively governed by, construed and interpreted in accordance with the **laws of Switzerland**, under complete exclusion of its conflict of laws provisions and of the United Nations Convention on Contracts for the International Sale of Goods of April 1980.

本条款和条件的各个方面均受瑞士法律管辖，并依据瑞士法律进行分析和解释。



7.2. Any dispute, controversy, or claim arising out of, or in relation to, the present contract (including these Terms and Conditions), including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration administered by the Swiss Chambers' Arbitration Institution in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English.

任何因现存合同（包括本条款和条件）引起或与其相关的争议、争论、或索赔，包括该等合同的有效性认定、无效性认定、违约或终止，均应提交瑞士商会仲裁院，根据提交仲裁通知之日有效的瑞士商会仲裁院瑞士国际仲裁规则进行仲裁。仲裁员数量应为一位。仲裁地点应为瑞士日内瓦。仲裁程序应使用英语进行。