|  |
| --- |
|  |
| Becoming a bci member |



This document comprises of:

1. The membership application form
2. The membership contract (Membership Code of Practice and Terms of Membership)

The membership application form must be completed, signed and returned to BCI along with required support documents as outlined in the form before membership applications can be accepted.

|  |
| --- |
|  |
| membership  application form  suppliers and manufacturers  - OTHER intermediaries |



***Suppliers and Manufacturers*** *include any commercial organisation within the cotton supply chain beyond the farm gate and before retail, from buying, selling and financing to processing.*

***Other intermediaries*** *include spinners, mills, cut and sew and ginners*.

# Membership Criteria

Membership is open to all organisations. BCI is an inclusive initiative which aims to work with its members and partners to achieve its goal of transforming cotton production worldwide by developing Better Cotton as a sustainable mainstream commodity. Applicants to membership should fulfil the following:

1. Your organisation’s long-term aspirations **support BCI’s mission**, aims and strategic principles for Better Cotton ([bettercotton.org/about-bci/](http://bettercotton.org/about-bci/)).
2. Your organisation is **a legal entity** or a group of legal entities.

*If your organisation forms part of a group, BCI recommends that the entire group becomes a member of BCI. If your organisation runs integrated operations including several processing steps, your membership will be categorised according to the highest value activity exercised.*

1. Your organisation should have a minimum of **1 year’s existence**.
2. Your organisation is able to demonstrate an **existing commitment to good environmental and social standards**.

*Evidence includes but is not limited to a publicly available commitment to sustainability as well as either implementing a code of conduct or implementing a management standard covering both environmental and social practices.*

1. Your organisation **does not pose a reputational risk to BCI** through past or present activities. This includes but is not limited to, child labour, health and safety violations or being listed on an internationally recognised default list or advisory list (e.g. ICA’s List of Unfulfilled Awards). BCI reserves the right to protect and safeguard itself against risks to BCI’s integrity and credibility.

***Companies not meeting one or more of the membership criteria*** *listed above may still apply to the BCI by adding a justification to their application form. The justification addendum can be requested from BCI for completion by applicant after a review of the application form. The addendum includes clear instructions on what is requested from the applicant.*

# Company Information

**About the Organisation**

|  |  |  |
| --- | --- | --- |
| Name of Company | |  |
| Business Registration Reference No. | |  |
| Address (Headquarters) | Building |  |
| Street |  |
| City |  |
| State |  |
| Postcode/Zip |  |
| Country |  |
| Telephone | |  |
| Website | |  |

The information you provide below will be shared with our Members and Council as part of the consultation and approval process. Answering fully and factually is important to the success of your application.

|  |  |
| --- | --- |
| Date your organisation was established |  |
| Brief description of your company’s key activities |  |
| Motivation for joining BCI (sustainability and business motivation) |  |
| Do you have any interest in becoming a BCI Implementing Partner (IP)? *Note that an IP works with farmers at the local level to implement the BCI system.* | YES / NO |
| Do you implement a client’s code of conduct or certifiable standard (social and environmental) e.g. FLA - ETI - SA8000 / ISO14001  If not, please indicate how your company can demonstrate an existing commitment to good environmental and social standards. |  |
| Do you work with or purchase any form of non-conventional cotton e.g. Organic, Fairtrade, Cotton Made in Africa, other |  |

## Data Protection

By becoming a BCI Member, you accept that contact names and email addresses may be shared through internal group communication (or other means). For more information, please see the [BCI Data Protection Policy](https://bettercotton.org/wp-content/uploads/2019/07/BCI_Data-Protection-Policy_2019.pdf).

Members often wish to contact each other outside of BCI. If you do not wish your contact details to be shared, please indicate by ticking the box below:

|  |  |
| --- | --- |
|  | No, I do not wish my or my organisation’s contact details to be shared with other members |

BCI publishes a Membership list on its website and in some presentations. If you *do not* wish your organisation to appear in this list, please tick the box below:

|  |  |
| --- | --- |
|  | No, I do not wish my organisation to appear in the BCI Membership list. |

BCI displays members’ logos on its website and includes a link to members’ websites. If you do not wish this for your logo and website, please tick the boxes below.

If you agree for BCI to use your logo it will only be displayed on the BCI Website and in presentations together with other member logos to showcase BCI Members. For any other use of your logo BCI will seek your permission.

If you want us to use your logo, please attach it to the application when submitting.

|  |  |
| --- | --- |
|  | No, I do not want BCI to link to my organisation’s website |
|  | No, I do not want BCI to make use of my organisation’s logo |

**Primary Contact**

The primary contact nominated should be the person within your organisation who will act as the organisation’s day-to-day representative with BCI. All communications from BCI to your organisations will be directed to the primary contact.

|  |  |  |
| --- | --- | --- |
| Name | First Name | Last Name |
| Position within Organisation |  | |
| Email |  | |
| Skype Username (optional) |  | |
| Telephone | Country Code | Number |

**Secondary** **Contact**

The application should also be endorsed and signed by a **senior member** of the organisation who will take responsibility for ensuring that the organisation follows the obligations laid out in the BCI Principles of Participation. You may nominate this senior member as the secondary representative to this function. The secondary contact may be copied into communications but will not be the first point of contact.

|  |  |  |
| --- | --- | --- |
| Name | First Name | Last Name |
| Position within Organisation |  | |
| Email |  | |
| Skype Username (optional) |  | |
| Telephone | Country Code | Number |

## Invoicing Address

Please supply details to be used for invoicing purposes. Also, please state if your organisation requires any specific information in order to process an invoice (such as Purchase Order numbers).

|  |  |  |  |
| --- | --- | --- | --- |
| Contact Name for Invoices | | First Name | Last Name |
| Email | |  | |
| Telephone | | Country Code | Number |
| Fax | | Country Code | Number |
| Address  *(if different to HQ)* | Building |  | |
| Street |  | |
| City |  | |
| State |  | |
| Postcode / Zip |  | |
| Country |  | |
| Do you have any specific invoicing instructions? If so, please explain.  *(e.g. PO numbers,  invoice portals, etc.)* | |  | |

# Membership Fees

All members must pay a membership fee, on an annual basis, in accordance with the BCI membership fee structure. The table below shows the fees for the membership category Suppliers and Manufacturers only. In November 2017, the BCI Council approved new SM membership fees to come into effect 1 January 2018.

|  |  |  |  |
| --- | --- | --- | --- |
| **2018 - 2021\* MEMBERSHIP FEES FOR SUPPLIERS AND MANUFACTURERS** | | | |
| **Fee Level** | **Annual Cotton Related Turnover (EUR)** | **Annual Fee (EUR)** | | |
| **Other Intermediaries** | **Cotton Traders** | |
| Very Small | <50,000,000 € | 2,000 € | *3,000 €* | |
| Small | 50 - 100,000,000 € | 3,500 € | *5,000 €* | |
| Medium | 100 - 200,000,000 € | 5,000 € | *10,000 €* | |
| Large | 200 - 400,000,000 € | 8,000 € | *17,000 €* | |
| Very Large | > 400,000,000 € | 10,000 € | *24,000 €* | |
| \*Fees are subject to annual review by the BCI Council. | | | | |

The Suppliers & Manufacturers’ membership category is available in two sub-categories - Cotton Traders and Other Intermediaries.

The fee level is determined by the cotton share (percentage) of the company’s or group’s previous financial year’s sales turnover as evidenced in its financial statement.

|  |  |
| --- | --- |
| Fee payable: |  |

**Please note:** you will need to provide evidence of turnover (see below Check List)

# Check List

Together with this application form, please make sure you submit the following:

1. **A copy of your company registration certificate**

This document will typically be a copy of your company’s legal registration with the local administrative authorities. If you are applying as a group which is not a legally registered entity, the certificate of incorporation of each of the companies within the group must be submitted.

1. **Annual audited report or financial results**

This document should clearly show your organisation’s annual turnover (based on all cotton activities). This information will be treated as strictly confidential and will not be shared with outside parties.

1. **A signed copy of the BCI Membership Code of Practice**

The BCI Membership Code of Practice is included in this application pack and must be signed separately. It outlines the commitment and expected behaviour of a BCI Member.

1. **A digital copy of your logo (optional)**

The provided logo should preferably be in PNG format, with a transparent background.

# Signature

With my signature, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (entity name) is applying for membership to the Better Cotton Initiative. I confirm that I have the legal mandate officially to act on behalf of my organisation.

With the signature below, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signatory name) acknowledges and accepts the attached BCI Code of Conduct, the BCI Terms of Membership, the BCI Fee Structure, the BCI [Statutes](https://bettercotton.org/wp-content/uploads/2018/07/BCI-Statutes_2018.02.08.pdf), the [Better Cotton Chain of Custody Guidelines](https://bettercotton.org/wp-content/uploads/2014/01/Better-Cotton-Chain-of-Custody-Guidelines-2018-v1.3.pdf), the [Better Cotton Claims Framework](https://bettercotton.org/wp-content/uploads/2019/11/The-Better-Cotton-Claims-Framework-V2.0.pdf) the BCI [Anti-trust Policy](http://bettercotton.org/wp-content/uploads/2015/06/BCI_Antitrust_Policy_final_eng_ex.pdf) and the [Data Protection Policy](https://bettercotton.org/wp-content/uploads/2019/07/BCI_Data-Protection-Policy_2019.pdf), as well as the resulting rights and obligations.

I declare that all information provided is, to the best of my knowledge, comprehensive and correct.

|  |  |
| --- | --- |
| Date of Signature: |  |
| Signature: |  |
| Position within Organisation: |  |

|  |
| --- |
|  |
| Membership Code of Practice |

what we commit to as a member

*BCI exists to make global cotton production better for the people who produce it, better for the environment it grows in and better for the sector’s future. BCI works with a diverse range of stakeholders to promote measurable and continuing improvements for the environment, farming communities and the economies of cotton-producing areas. BCI aims to transform cotton production worldwide by developing better cotton as a sustainable mainstream commodity.*

*As a BCI member, you commit to supporting this mission. You understand and meet this Code of Practice in all your dealings as an organisation. The Code of Practice forms one part of the BCI Principles of Participation, with other components being specific agreements for Traceability System users and Implementing Partners. Breaches of the Code of Practice may lead to a termination of membership as specified in the BCI Statutes.*

**Commitment and Conduct**

The Better Cotton Initiative (BCI) is focused on effecting change and credibility is crucial to mainstreaming Better Cotton successfully. BCI and its members strive to act with integrity at all times. In practice this means:

1. Members commit themselves to the mission, specific aims and strategic principles of the BCI.

## Members promote and communicate this commitment throughout their own organisation and to external partners.

## Members act responsibly and are transparent in their engagement with BCI.

## Members meet the BCI communication rules and do not make any misleading or unsubstantiated claims about the production, procurement or use of Better Cotton, nor about the impact associated with Better Cotton. External communications are evidence-based and consistent.

## Collaboration and Promotion

## BCI is a multi-stakeholder initiative that promotes collaboration. BCI and its members welcome constructive feedback and aspire to be innovative.

1. Members actively share their knowledge and expertise with BCI and other members.
2. BCI complements, rather than competes with, other established initiatives. It works alongside such approaches to increase the amount of cotton produced in a more environmentally and socially sustainable way. Members commit to supporting this collaborative approach.

## Ensuring Continued Credibility of the Initiative

## Credibility and the multi-stakeholder nature of the initiative are crucial to BCI and its members.

## Members help BCI monitor for false claims and other risks to BCI’s integrity and credibility.

## All members contribute to the continuous improvement of the standard and its system.

## Members demonstrate continuous improvement and report back to BCI on progress annually. BCI reserves the right to monitor claims made in these reports.

## Retailers and Brands support farmers and field activities by providing investment contributions on an annual basis.

## Commercial Commitment

Demand for Better Cotton is key to funding and influence. BCI and its members aim to improve the flow of and commitment to Better Cotton throughout the supply chain. BCI does not set a premium and pricing is a function of the market. BCI is firmly based on the traceability of Better Cotton.

1. Members adhere strictly to the BCI anti-trust policy, and refrain from any behaviour which can be construed as anti-competitive practice.
2. Supply chain members respect contract sanctity and contribute to the building of trust in the supply chain. Members on recognised default lists will be suspended.
3. Retailers and Brands work to procure Better Cotton in alignment with a strategy or plan for securing 100% more sustainable cotton.
4. Members work with their clients and suppliers to promote Better Cotton and share knowledge.
5. Retailers and Brands commit to working with their supply chains to promote trust and respect throughout and commit to sending strong demand signals for Better Cotton.

## I am authorised on behalf of my company and hereby confirm that we understand and will follow this Code of Practice.

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Location and Date of Signature Entity Name

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Position within Organisation

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Signature

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Signatory Name (Printed) Entity Stamp

## Please sign and submit only this page to the BCI Secretariat.

## *All members have the responsibility to inform their employees about the content of this Code of Practice and secure their compliance.*

## *BCI is committed to continuously reviewing and updating its policies and procedures, therefore this Code of Practice can be subject to modification. Partners and members are responsible for keeping themselves informed of the contents of such documents.*

## *If you, your employees or any other representatives of your company have questions concerning the meaning or application of the BCI Membership Code of Practice, please contact membership@bettercotton.org.*

|  |
| --- |
|  |
| TERMS OF MEMBERSHIP |



BCI membership is renewed annually upon fee payment.

Members wishing to terminate their membership shall give three months’ advance notice in writing by emailing [membership@bettercotton.org](mailto:membership@bettercotton.org). Fees already paid for current membership year are not refundable.

# Terms of Payment

* 1. Membership fees are payable on an annual basis.
  2. Invoices will be sent electronically by email by default and as hard copy by post upon request only.
  3. Invoices will be considered as received on the next business day following the day the documents were emailed.
  4. Membership fee invoices are payable within 30 days of receipt.
  5. After 30 days a reminder will be sent by the BCI Secretariat. Fee payments will be considered late if received after the payment term has expired. A fee of up to 5 % of the initial amount invoiced may be charged for late payments.
  6. Failure to pay membership fees for 5 months or longer may result in suspension and/ or termination of membership.
  7. Fees are reviewed annually by the BCI Council.

# Adherence to the Better Cotton Initiative Code of Practice

The adherence of members to the Better Cotton Initiative Code of Practice is fundamental to the integrity, credibility and success of Better Cotton.

A violation of the BCI Code of Practice may lead to the suspension and / or termination of membership. A breach of the BCI Code of Practice includes, but is not limited to the following:

**Practice contradicting the spirit of BCI, its mission, aims and strategic principles**

* 1. Endangering the interests or the reputation of the Better Cotton Initiative and of Better Cotton.
  2. False representation of BCI and Better Cotton.
  3. Making misleading or unsubstantiated claims about the production, procurement or use of Better Cotton and the impact associated with it.
  4. Being listed on a default list.
  5. Behaving in a manner contradictory to the BCI anti-trust guidelines.
  6. Taking part in anti-competitive practices.

**Lack of commitment and engagement**

* 1. Lack of strategy and annual targets to procure Better Cotton (brands and retailers only).
  2. Neglect to provide financial capacity investment contributions (brands and retailers only).
  3. Lack of engagement e.g. no attendance at BCI events/workshops/webinars.
  4. Failure to report back performance to BCI annually according to guidelines provided by BCI.
  5. Failure to demonstrate progress through this report (2.10).

# Termination of Membership

**Under the BCI Statutes, a member ceases to be a member of the Association if the** **member:**

* 1. becomes insolvent
  2. is wound-up or is dissolved
  3. resigns that membership by written notice to the BCI Secretariat with a notice period of at least three months
  4. or is expelled from the Association, according to art. 3.5-9.

**The Council may expel a member if it determines that:**

* 1. the member no longer meets the definition specified for the member’s membership category
  2. the member no longer meets the membership criteria
  3. the member fails to adhere to the BCI Code of Practice
  4. the member fails to pay their membership fees on an annual basis and in accordance with the membership fee structure
  5. or the member is endangering the interests or the reputation of BCI.

In case of expulsion, the Council must give the member at least 30 days written notice of the expulsion, stating the grounds for the expulsion and allowing the member to provide a written submission stating why they should not be expelled, with such submission to be received prior to the proposed date of expulsion. The Council’s decision whether or not to expel a member is final.