

TERMS OF REFERENCE OF THE STANDARD REVISION WORKING GROUP

Version 2.2 – Jan 2021

1. INTRODUCTION

The Secretariat has designed the procedure for the revision of the standard which has been published on its website. The procedure requires that the Secretariat establishes a working group, also called the Standard Revision Working Group (SRWG). This document outlines the workings of the Standard Revision Working Group.

2. REFERENCE

ISEAL code of good practice for Setting Social and Environmental Standards V5.0

Bonsucro Standard Development & Revision Procedure V1.4

3. DEFINITIONS

- 3.1. Consensus: General agreement, characterised by the absence of sustained opposition to substantial issues by any important part of the concerned interests. Consensus should be the result of a process seeking to take into account the views of interested parties, particularly those directly affected, and to reconcile any conflicting arguments. It need not imply unanimity - (based on ISO/IEC Guide 2:2004).
- 3.2. Interested party: Any person or group concerned with or directly affected by a standard.

4. TERMS OF REFERENCE

- 4.1. The SRWG shall aim to ensure a balance of interest between different geographies, expertise, stakeholder groups and expertise, so that no stakeholder group can control decision making.
- 4.2. The SRWG shall include individuals based on the following criteria
 - 4.2.1. Expert knowledge and/or experience of the issue(s) under consideration
 - 4.2.2. Capacity to contribute a wide range of viewpoints, for example of different socio-economic, geographic, cultural, gender, organisational, etc.
 - 4.2.3. Represent potentially affected stakeholders
 - 4.2.4. Understanding of Bonsucro's mission and vision, including knowledge of the Bonsucro's systems and procedures
 - 4.2.5. The Member's Council & Technical Advisory Board shall each appoint at least 1 representative to sit on the SRWG
- 4.3. Bonsucro Technical Advisory Board will select the SRWG members and the Board of Directors will approve the selection.
 - 4.3.1. Should a member of the SRWG leave the group, or if a member is not actively participating to the work of the SRWG, Bonsucro will ask the member to resign. The

SRWG can recommend a replacement member or instruct the secretariat to appoint a replacement if needed.

4.4. The SRWG will appoint a chair and vice chair of the SRWG.

4.4.1. The role of the Chair and the Vice chair will be to act as liaison with the Secretariat on matters of procedure and chair sub-working group calls in absence of the secretariat.

4.5. Bonsucro Secretariat shall appoint a Project Manager and may include external consultants, if necessary.

4.5.1. The SRWG shall approve the inclusion of external consultants

4.5.2. The Project Manager and the external consultants do not have voting power.

4.6. The SRWG shall meet at the suggestion of the Project Manager.

4.7. Meetings can be in person or virtual

5. ROLE OF WORKING GROUP MEMBERS

5.1. Objectives and main tasks

5.1.1. Support the implementation of the Terms of Reference of the Standard Revision.

5.1.2. Produce drafts of the revised standard both prior to and following stakeholder feedback, including justification of the proposed changes, and an assessment of risks and impact of each change.

5.1.2.1. The SRWG shall receive all comments made by stakeholders with equal importance and irrespective of who has commented

5.1.3. Approve the final draft of the revised standard before its presentation to the governance bodies for approval & adoption.

5.2. Individual responsibility

5.2.1. Actively participating in all meetings and electronic discussions of the SRWG

5.2.2. Consulting with interested parties not directly represented in the SRWG and ensuring that their views are expressed within the discussions

5.2.3. Seeking to build consensus within the SRWG on how to address any issues which arise.

5.2.4. To avoid possible conflicts, each SRWG member shall sign the Code of Conduct (See Annex 1).

5.3. The SRWG shall convey sub-working group to seek expertise and member's comments to address specific issues.

5.3.1. At least one member of the SRWG shall be present on each sub-working group.

5.3.2. The chair or the vice chair should be present in each sub-working group.

5.4. The SRWG and sub-working group shall seek consensus on the content of the standard.

5.4.1. When consensus cannot be reached, the members not in agreement with the decision shall submit an alternative proposal.

- 5.4.2. In case that it is not possible to reach a consensus on a particular point, this decision will be elevated to the Bonsucro Technical Advisory Board for a decision to be taken via consensus.
- 5.5. The quorum of the SRWG is seven voting participants, with unanimous decision required (consensus).
- 5.6. When the SRWG has to approve a final draft of requirements by consensus before presenting it to the Technical Advisory Board, Member Council and Bonsucro Board of Directors for final decision, the quorum of the SRWG is seven voting participants.
- 5.7. The Project Manager or its representative shall minute the meetings of the SRWG and publish their summary.
- 5.8. The SRWG shall remain active until at least six months following the publication of the revised standard to manage comments that might be received after publication.
- 5.9. General Conduct
- 5.9.1. SRWG members should at all times be respectful of the opinions of other SRWG members and of the right of each member to share their expertise and opinions with the Group.
- 5.10. Financial Support
- 5.10.1. SRWG members are requested by Bonsucro to cover their own expenses in attending the physical meetings if possible. Bonsucro recognises that this will not be possible for all members, and therefore members can apply to Bonsucro for reimbursement for reasonable travel, accommodation and subsistence costs incurred whilst participating in physical meetings. Bonsucro is unable to pay fees for time spent participating in the SRWG or expenses incurred during meetings, consultation, e-mail and telephone discussions.

NAME:

ADDRESS:

DATE:

Confidentiality Letter Agreement

Disclosure

- a. We Bonsucro Limited (“**Provider**”) understand that you, (“**Recipient**”) might receive information relating to the Bonsucro Production Standard Revision (“**Purpose**”).
- b. In this letter agreement, “**Confidential Information**” means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available (whether before or after the date of this agreement) in any form or medium, directly or indirectly, by the Provider to the Recipient.
- c. In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:

keep the Confidential Information secret and confidential;

not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and

only make disclosure of the Confidential Information in accordance with paragraph 5.d and paragraph 5.e. Any other disclosure can only be made with the Provider's prior written consent.

- d. The Recipient may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that:

the Recipient procures that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this letter agreement as if they were the Recipient; and

procures that any such person to whom disclosure is made enters into a confidentiality agreement with the Recipient on terms equivalent to those contained in this letter agreement.

- e. The Recipient may disclose the Confidential Information to the minimum extent required by:

any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;

the rules of any listing authority or stock exchange on which the Recipient's shares are listed or traded; or

the laws or regulations of any country with jurisdiction over the Recipient (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the Confidential Information disclosed).

Limitations on obligations

1. The obligations set out in paragraph 0 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:
 - f. that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or
 - g. was already lawfully known to the Recipient before it was disclosed by the Provider; or
 - h. has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.

Return of the Confidential Information

- i. If requested by the Provider at anytime, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information (or any of it in any form) that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it.
- j. The Provider may request the Recipient to certify in writing that it has complied with any of the obligations in paragraph 5.i.

Term and termination

- k. If the Provider decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient immediately.
- l. Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to paragraph 5.k, the obligations of the Recipient shall continue for a period of 5 years from the termination of this letter agreement.
- m. The termination of this letter agreement shall not affect any accrued rights or remedies to which either party is entitled.

Acknowledgment

2. The Recipient acknowledges and agrees that:

- n. the Confidential Information may not be accurate or complete and the Provider makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
- o. damages alone would not an adequate remedy for any breach of the terms of this letter agreement by the Recipient. Accordingly, the Provider shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter agreement.

Governing law

- 3. This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

- 4. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,



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Signed by Nicolas Viart for and on behalf of Bonsucro Limited

We acknowledge receipt and agree to the terms of this letter agreement:

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Signed by

Date