

BFC Registration Packet



Better Factories Cambodia
International Labour Organization

#9, Street 322
Boeung Keng Kang I
Phnom Penh, Cambodia
PO Box 2642

Tel (+855) 23 212 847
(+855) 23 220 362
ext. 106/7

Supplier Registration Form

Please note: A supplier is an enterprise, or part of an enterprise, that is situated in a single location and in which only a single (non- ancillary) productive activity is carried out or in which the principal productive activity accounts for most of the value added.

Supplier Information

Name of Enterprise: _____
Ownership (owner from): _____
Number of Employees: Male: Female: Total: _____
Operation Date: _____
Number of Branches: _____
Branch Names and Locations (attach a separate sheet if necessary): _____

Enterprise Contact Detail

House/Building #: _____
Street or Village: _____
Commune/Sangkat: _____
Khan/District: _____
Municipality/Province: _____
Office Telephone: _____
Office Fax: _____
Email: _____
Main Language (s) spoken: _____

Details of Contact Person

First Contact Person (General Manager)

Name (Last, First): _____
Gender: male female _____
Position: _____
Phone: _____
Email: _____

Second Contact Person

Name (Last, First): _____
Gender: male female _____
Position: _____
Phone: _____
Email: _____

Three main business related customers at present

<u>Customer Name</u>	<u>Length of relationship (Year)</u>
1.
2.
3.

Sub-Contractors¹

Name	Main Activities	Location
1.
2.

Main Products/processes

<input type="checkbox"/> Children's Garment	<input type="checkbox"/> Knitwear Garments	<input type="checkbox"/> Spinning
<input type="checkbox"/> Dyeing	<input type="checkbox"/> Laundry	<input type="checkbox"/> Embroidery
<input type="checkbox"/> Circular Knit, Cut and Sew garments		
<input type="checkbox"/> Woven Cut and Sew Garments		
<input type="checkbox"/> Footwear	<input type="checkbox"/> Others	

Attachments

Please provide the following papers when returning this completed form to the ILO.

1. One signed original copy of the Memorandum of Understanding (MOU)
2. One copy of the enterprise structure (Organization Chart)
3. One copy of the layout of (each) factory
4. One copy of GMAC receipt (Paying contribution for ILO/BFC)
5. One copy of factory location map

(Note: if you have more information to be added than the space given, please provide it on a separate page).

The information contained in this registration form is for the use of the Better Factories Cambodia programme and research purposes only. Information other than enterprise name and location will be treated confidentially.

¹ Sub-contractors involve with your factory got the order from the main factories and you produce for them. It is also involved when your factory is the main one and allocates the orders to the smaller factories that you want them to produce for.

**MEMORANDUM OF UNDERSTANDING BETWEEN
(‘The Enterprise’) and
THE INTERNATIONAL LABOUR ORGANIZATION ('THE ILO') -
BETTER FACTORIES CAMBODIA PROGRAMME**

BETTER FACTORIES CAMBODIA SERVICES

1. *Better Factories Cambodia* was established in 2001 to help Cambodia’s garment and apparel sectors achieve and maintain improvements in working conditions. The project expanded its coverage into footwear in 2012. BFC seeks to improve competitiveness of the industry by enhancing economic performance and improving compliance with national labour law, the principles of the ILO Declaration on Fundamental Principles and Rights at Work, certain international standards and good practices. It offers independent assessments and advisory and training services to support practical improvements through workplace cooperation.
2. This memorandum of understanding and its appendices provide the framework for cooperation between *Better Factories Cambodia*, representing the ILO, and the individual enterprises that wish to participate in *Better Factories Cambodia* assessment and advisory services.
3. In order to measure and ensure gains in working conditions, Better Factories Cambodia, in cooperation with participating enterprises, will assess and report on the suppliers’ working conditions, according to national law, international core labour standards and, where national law either fails to address or lacks clarity around a relevant issue regarding conditions at work, according to benchmarks established by Better Factories Cambodia based on international labour standards and good practices (hereinafter referred to as “Relevant Standards”). The areas subject to assessment (referred to as “Compliance Points”), are set out in the Appendix. They may be modified by Better Factories Cambodia from time to time.
4. Compliance data indicating suppliers by name will be publicly disclosed for those suppliers that Better Factories Cambodia has assessed two or more times, in accordance with the Memorandum of Understanding signed between Better Factories Cambodia, the Royal Government of Cambodia and the Garment Manufacturers in Cambodia on 18 December 2013.
5. Better Factories Cambodia may also provide advisory services related to improving social dialogue and enterprise compliance with Relevant Standards. Assessment Services are mandatory for Cambodian garment factories with export permits, while Advisory Services are optional. Assessment and Advisory Services are required for footwear factories that voluntarily register for the program.
6. All assessment and advisory materials and reports produced by Better Factories Cambodia are the intellectual property of Better Factories Cambodia. Assessment and advisory materials will be shared with the Enterprise, but the Enterprise may not disclose them to any third party, including any current or potential international buyer or vendor, unless expressly agreed to in writing by Better Factories Cambodia. Assessment and advisory materials and reports on the supplier(s) concerned will be

provided to third parties registered with Better Factories Cambodia subject to receipt by Better Factories Cambodia of a third party access forms signed by the enterprise.

7. Better Factories Cambodia will notify governmental authorities as well as international buyers to which the Enterprise has provided third party access to its compliance data in case Better Factories Cambodia discovers or reasonably suspects non-compliance by the supplier in respect of issues identified in the Zero Tolerance Protocol between Better Factories Cambodia and national governmental authorities, such as serious human rights violations, child labour, forced labour, imminent and significant threats to worker health and safety, and particularly egregious violations of freedom of association. Suspected and confirmed cases of underage workers are addressed in accordance with Better Factories Cambodia's protocol on child labour investigation and remediation, as set forth in Appendices B and C.
8. By signing this memorandum of understanding, the Enterprise agrees to:
 - a. undertake to improve working conditions, acting in full collaboration and partnership with Better Factories Cambodia;
 - b. provide *Better Factories Cambodia* enterprise advisors full access to the enterprise and its premises, including surrounding areas and premises located off-site (such as dormitories), as well as to all relevant documentation required by enterprise advisors in order to perform their tasks;
 - c. allow *Better Factories Cambodia* enterprise advisors to freely interact with shop stewards, union representatives, worker representatives, workers and other relevant persons, both inside and outside the enterprise and its premises, and without any repercussions for their interaction with the program;
 - d. provide access as specified under paragraphs b and c above during both announced and unannounced visits; refrain from any acts or omissions that may hamper the ability of *Better Factories Cambodia* enterprise advisors to perform their tasks;
 - e. execute the child labour remediation protocol in accordance with Appendix B (Child Labour Protocol), cooperating with BFC or its approved agents on the process for investigating, confirming and remediating child labour cases;
 - f. when the Enterprise has registered for Advisory Services, form a Performance Improvement Consultative Committee (PICC) of approximately 8 to 10 persons consisting of equal numbers of management and union representatives to lead improvement initiatives; if there is no union in the enterprise, the PICC should consist of an equal number of representatives appointed by management and of worker representatives freely chosen by workers, through an election or other comparable means;
 - g. the publication of its supplier compliance data with mention of its name and the supplier's name, as provided in paragraph 4 above;
 - h. in the factory's first instance of public disclosure, the sharing of public disclosure reports with the Ministry of Commerce, Ministry of Labour and Vocational Training, and Garment Manufacturers' Association in Cambodia;
 - i. provide full wages to all enterprise employees for the time they are supporting Better Factories Cambodia activities, including participating in assessments, advisory services work, PICC activities, and/or training;
 - j. provide payment to *Better Factories Cambodia* as stipulated in invoices services provided by Better Factories Cambodia;
 - k. allow periodic access to collect data for monitoring and evaluation and for statistical analysis using worker and management surveys; and

- l. participate in baseline data collection and periodic impact review to analyze causal links between project interventions and outcomes.
- 9.** By signing this memorandum of understanding, *Better Factories Cambodia* agrees to:
- a. undertake to assist enterprises in improving working conditions and overall business competitiveness;
 - b. carry out assessment visits in a fair and objective manner;
 - c. attempt to minimize any disruption to operations during assessment visits;
 - d. keep confidential any commercial information regarding business operation that is not related to enterprise compliance with Relevant Standards;
 - e. when applicable, provide advisory services related to improving social dialogue and enterprise compliance with Relevant Standards; and
 - f. consider, in good faith, any allegation of misconduct by a *Better Factories Cambodia* enterprise advisor in the execution of his/her duties.
 - g. In case of any disagreement over the interpretation of the present memorandum of understanding, the parties shall make an effort, in good faith, to reach a common understanding. In the absence of such a common understanding, the matter shall be referred to a mutually agreed upon arbitrator.
- 10.** Enterprises are required to inform Better Factories Cambodia of any changes in supplier information.
- 11.** This memorandum of understanding supersedes all prior memoranda of understanding regarding assessment and advisory services between the Enterprise, and the ILO and the IFC's Better Factories Cambodia Programme, which are deemed null and void.
- 12.** Nothing in this memorandum of understanding or relating thereto shall be construed as constituting a waiver of the privileges and immunities of the ILO.

Enterprise representative

Better Factories Cambodia representative

Name: _____
Date: _____

Name: _____
Date: _____

Appendix A.

	Compliance Clusters		Compliance Points
Core Labour Standards	1	Child Labour	<ol style="list-style-type: none"> 1. Child Labourers 2. Hazardous Work and Other Worst Forms 3. Documentation and Protection of Young Workers
	2	Discrimination	<ol style="list-style-type: none"> 4. Race and Origin 5. Religion and Political Opinion 6. Gender 7. Other Grounds
	3	Forced Labour	<ol style="list-style-type: none"> 8. Coercion 9. Bonded Labour 10. Forced Labour and Overtime 11. Prison Labour
	4	Freedom of Association and Collective Bargaining	<ol style="list-style-type: none"> 12. Freedom to Associate 13. Union Operations 14. Interference and Discrimination 15. Collective Bargaining 16. Strikes
Working Conditions	5	Compensation	<ol style="list-style-type: none"> 17. Minimum wages 18. Overtime wages 19. Premium Pay 20. Method of Payment 21. Wage Information, Use and Deduction 22. Paid Leave 23. Social Security and Other Benefits
	6	Contracts and Human Resources	<ol style="list-style-type: none"> 24. Employment Contracts 25. Contracting Procedures 26. Termination 27. Dialogue, Discipline and Disputes
	7	Occupational Safety and Health	<ol style="list-style-type: none"> 28. OSH Management Systems 29. Chemicals and Hazardous Substances 30. Worker Protection 31. Working Environment 32. Health Services and First Aid 33. Welfare Facilities 34. Worker Accommodation 35. Emergency Preparedness
	8	Working Time	<ol style="list-style-type: none"> 36. Regular Hours 37. Overtime 38. Leave

Appendix B: Child Labour protocol

BFC Child Labour Protocol

The effective abolition of child labour is a goal of the ILO and BFC's tripartite partners in Cambodia—the Royal Government of Cambodia (RGC), the Garment Manufacturers Association in Cambodia (GMAC), and unions. Garment workers are sometimes found to have used documents belonging to friends or relatives in order to obtain work. To help combat this, BFC encourages factories to develop effective recruitment practices. In addition, BFC factory monitors observe the entire workplace, review documents, and interview workers for indications that the factory employs children below the age of 15.

Suspected Child Labour and Field Investigations

- BFC discusses suspected child labour cases with management in BFC 'exit' meetings.
- If suspected workers and factory accept BFC's age determination, no field investigation is conducted. However, if confirmation of suspected cases requires a field investigation, BFC discusses the investigation and remediation process—as well as potential costs—with factory management during the exit meeting.
- BFC asks management to commit in advance to support investigation and remediation costs if the investigation confirms child labour.
- Field investigations are conducted by a BFC investigator in workers' home villages within 30 days after the factory assessment. When child labour is confirmed, the investigator discusses remediation options including training/school choices with the children's parents.
- Confirmations of child labour will be based solely on BFC field investigations. Documents collected during investigations will be available to management upon request.
- The factory pays to BFC the investigation fee agreed upon by BFC and GMAC.

Findings and Remediation

- If child labour is confirmed, BFC meets with factory management to present investigation results and finalize the remediation agreement. Remediation payment package includes:
 - a. worker's final payment at settlement date
 - b. payment of the amount of the wages the child would have received had he/she continued working until the age of 15 years
 - c. training fees (there are no training costs if child is within three (3) months of 15 years)
 - d. remediation administration fee.
- If management has not previously committed to support remediation, management is expected to accept or reject the remediation agreement within seven (7) calendar days.

Factory accepts: Management removes underage worker(s) from the workplace. BFC co-ordinates payment by factory of the amount corresponding to average monthly wages until worker reaches age 15, training centers costs, and remediation administration fee.

Factory rejects (or fails to respond): BFC notifies GMAC. GMAC intercedes with factory and assures payment of investigation and remediation costs with seven (7) calendar days.

Reporting

- Confirmed child labour is reported to GMAC, factory buyers, and the Minister of Labour even if it is remediated.
- Unremediated child labour is reported to the Minister of Labour, and is subject to public disclosure in accordance with the relevant provisions of the Memorandum of Understanding between the factory and Better Factories Cambodia.

BFC Child Labour Investigation and Remediation Process

