

Terms and Conditions governing OECD Alignment Assessments

OECD Alignment Assessments aim to assess the alignment of sustainability initiatives with the recommendations of relevant OECD Due Diligence Guidance¹. By starting the Alignment Assessment process and using the Alignment Assessment Tool (AAT), initiatives agree to abide by the following Terms and Conditions of Use, in addition to the [Terms of Use of the OECD website](#).

If you do not agree to the following terms and conditions, please do not proceed with the OECD Alignment Assessment and notify the OECD about your decision.

1. Relationship with the OECD

The use of the Tool and completion of an OECD Alignment Assessment does not imply any endorsement by or affiliation with the OECD.

Initiatives using this Tool shall not, and shall use all reasonable endeavours to ensure that their employees, contractors, and affiliates, including participating, assessed or member enterprises (together, 'Associated Entities'), do not: (1) make false, misleading or inaccurate claims or representations about their relationship with the OECD, either in public or private; and (2) claim any affiliation with, or endorsement by, the OECD, either in public or private.

If the initiative or any Associated Entity wishes to use the OECD name, acronym, logo or other identifying symbol in promotional material, both public and private, it must obtain the OECD's written agreement on how it will be used. It shall send its request to rbc@oecd.org. If permission is granted, it is only granted for the specific usage referred to in OECD's reply. Each new use requires a new request.

If requested by the OECD, the initiative shall, and shall use all reasonable endeavours to ensure that all Associated Entities shall, immediately cease use of the OECD's name, acronym, logo or other identifying symbol. The OECD shall not be required to provide justification for such request.

2. Liability of the OECD

Alignment Assessments carried out by the OECD are advisory only and intended to assist initiatives in ensuring greater alignment with OECD due diligence guidance.

The OECD accepts no liability for any loss, damage, liability or expense suffered, direct or indirect, resulting from use of, or reliance on, this Tool, the results of the alignment assessment or any resulting report. Moreover, the OECD is not responsible for any business decision developed with the results of the alignment assessment, the use of which is entirely at the initiative's and any Associated Entity's own risk.

3. Cooperation during the Alignment Assessment

The initiative shall make good faith efforts to provide all necessary documents, information and access to the OECD in a timely manner. This can include, but is not limited to:

¹ Based on the initiative's scope, an Alignment Assessment assesses the initiative against either the [OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas](#), [OECD-FAO Guidance for Responsible Agricultural Supply Chains](#), or [OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector](#).

- Providing the relevant documents and information (e.g. written standards, interpretation guidance, information brochures for companies, templates, assessment guidance and programmes, full list of member and/or participating companies, assessment companies and assessors; full list of stakeholders that engaged with the initiative in the past e.g. through consultations); full list of planned assessments etc.);
- Inform their members and/or participating companies, staff, stakeholders and other external personnel involved in the initiative about the initiative undergoing an OECD Alignment Assessment and request good faith cooperation for interviews and shadow assessments;
- Arranging interviews with internal staff members as requested by the OECD;
- Supporting the liaison between the OECD and stakeholders, board members, companies, and other external personnel involved in the initiatives (independent e.g. auditors) to organise interviews as requested by the OECD; and
- Participate in stakeholder consultations on results and observations and related events.

The OECD may analyse the information provided by the initiative and incorporate it into the results report of the assessment. It may retain the documents and information indefinitely for internal documentation purposes and to address any questions by external stakeholders.

4. Results of alignment assessments and public claims

The Tool and results of the alignment assessment, including any report and the underlying analysis, shall be the sole property of the OECD, which may choose to make them publicly available, including on its website. In such cases, initiatives will be afforded a right to provide a response to the report, which the OECD may also make available on its website alongside the report. The OECD may also use the results of any alignment assessment for the purposes of comparative analysis on learnings, strengths and areas for improvement of initiatives in the sector.

Initiatives using this Tool shall not, and shall use all reasonable endeavours to ensure that their employees, contractors, and affiliates, including participating, assessed or member enterprises (together, 'Associated Entities'), do not: (1) make false, misleading or inaccurate claims or representations about the results of the assessment, either in public or private. For an initiative to claim to be aligned with the OECD Due Diligence Guidance it must achieve a rating of 'Fully Aligned' in the overall conclusion of the Alignment Assessment. It is recommended that in such instances the initiative also describes the actions it is taking in order to achieve full alignment.

5. Stakeholder consultation

To enhance transparency, identifying overlooked aspects and perspectives, as well as to promote mutual learning among stakeholders in the sector, the OECD may, at its sole discretion, conduct a stakeholder consultation on the findings of the assessment or establish an advisory group to advise on the assessment. The initiative will be informed about the chosen format. For a stakeholder consultation, the initiative will be invited to present its initiative and be part of the discussions. If the initiative refuses to participate, the OECD may still conduct a stakeholder consultation.

6. Discontinuance of the alignment assessment

The initiative shall inform the OECD if it wishes to cease participating in the alignment assessment. The OECD may, at its own discretion, continue or complete the assessment and publish the results with a disclaimer.

Subject to providing the initiative with an opportunity to rectify its level of engagement, the OECD may discontinue the assessment if the initiative does not respond to requests for information or fails to cooperate in good faith within reasonable timeframes.

7. Update/modification

The OECD reserves the right to update or modify the above terms or to modify or discontinue the Tool at any time.

8. Privileges and immunities

Nothing in these Terms and Conditions of Use shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

9. Consequences of non-compliance with these Terms and Conditions of Use

The OECD reserves the right to take any action it deems necessary against initiatives or Associated Entities that breach these rules. In particular, non-compliance may result in the exclusion of the initiative or Associated Entity from future OECD projects and/or it being barred from using of any future tools developed by the OECD. At the OECD's discretion, it may also be excluded from OECD-hosted multi-stakeholder platforms and/or be denied a platform at OECD-hosted public events.

10. Data protection

The OECD is committed to protecting the personal data it processes, in accordance with its Personal Data Protection [Rules](#). Throughout the assessment, the Directorate for Financial and Enterprise Affairs (DAF) will collect personal data, including the name, organization, role and contact details for record keeping purposes (e.g. for interviews or shadow assessments). The findings will be included in the final report; however, responses will be reported only in aggregate form by stakeholder group and in a manner that does not allow individual respondents to be identified. All personal data will be kept confidential and will not be used in the report.

The [OECD Data Protection Rules](#) establish the rights to access and rectify personal data, as well as to object to its processing and request erasure. To exercise these rights in connection with the OECD Alignment Assessment please contact the [Centre for Responsible Business Conduct](#). If you have further queries or complaints related to the processing of your personal data, please contact the [Data Protection Officer](#). If you need further assistance in resolving claims related to personal data protection you can contact the [Data Protection Commissioner](#).

Throughout the assessment, only the Directorate's staff and the appointed consultancy will have access to your data. After the Alignment Assessment has been concluded, the personal data collected will be transferred and stored at the OECD and retained indefinitely for internal documentation purposes.